



CITY OF ALAMEDA • CALIFORNIA

SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY - - - JUNE 6, 2006 - - - 6:30 P.M.

Time: Tuesday, June 6, 2006, 6:30 p.m.

Place: **City Council Chambers Conference Room**, City Hall, corner
of Santa Clara Avenue and Oak Street

Agenda:

1. Roll Call

[Note: Mayor Johnson will be present via teleconference from
Paris Hotel, 3655 Las Vegas Boulevard South, Las Vegas, Nevada
89109]

2. Public Comment on Agenda Items Only

Anyone wishing to address the Council on agenda items only,
may speak for a maximum of 3 minutes per item

3. Adjournment to Closed Session to consider:

3-A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Name of case: Jose Ricabal v. Yu, City of Alameda, et al.

3-B. CONFERENCE WITH LABOR NEGOTIATORS

Agency negotiators: Craig Jory and Human Resources
Director

Employee organizations
and employees: Alameda City Employees Association,
Chief of Police, Executive
Management Group, Fire Chief,
International Brotherhood of
Electrical Works, and Management and
Confidential Employees Association

3-C. CONFERENCE WITH LABOR NEGOTIATORS

Agency negotiators: Marie Gilmore and Frank Matarrese

Employee: City Attorney

3-D. PUBLIC EMPLOYMENT

Title: City Attorney

4. Announcement of action taken in Closed Session, if any

5. Adjournment


Beverly Johnson, Mayor



CITY OF ALAMEDA • CALIFORNIA

IF YOU WISH TO ADDRESS THE COUNCIL:

1. Please file a speaker's slip with the Deputy City Clerk and upon recognition by the Mayor, approach the podium and state your name; speakers are limited to three (3) minutes per item.
2. Lengthy testimony should be submitted in writing and only a summary of pertinent points presented verbally.
3. Applause and demonstration are prohibited during Council meetings.

AGENDA - - - - - REGULAR MEETING OF THE CITY COUNCIL
TUESDAY - - - - - JUNE 6, 2006 - - - - 7:30 P.M.

[Note: Regular Council Meeting convenes at 7:30 p.m., **City Hall, Council Chambers, corner of Santa Clara Ave and Oak St.**]

The Order of Business for City Council Meeting is as follows:

1. Roll Call
2. Agenda Changes
3. Proclamations, Special Orders of the Day and Announcements
4. Consent Calendar
5. Agenda Items
6. Oral Communications, Non-Agenda (Public Comment)
7. Council Communications (Communications from Council)
8. Adjournment

Public Participation

Anyone wishing to address the Council on agenda items or business introduced by Councilmembers may speak for a maximum of 3 minutes per agenda item when the subject is before Council. Please file a speaker's slip with the Deputy City Clerk if you wish to address the City Council.

SPECIAL MEETING OF THE CITY COUNCIL 6:30 P.M.
CITY COUNCIL CHAMBERS CONFERENCE ROOM
Separate Agenda (Closed Session)

SPECIAL JOINT MEETING OF THE CITY COUNCIL, ALAMEDA 7:31 P.M.
REUSE AND REDEVELOPMENT AUTHORITY, AND COMMUNITY IMPROVEMENT
COMMISSION, CITY COUNCIL CHAMBERS, Separate Agenda

PLEDGE OF ALLEGIANCE

1. ROLL CALL - City Council

[Note: Mayor Johnson will be present via teleconference from Paris Hotel, 3655 Las Vegas Boulevard South, Las Vegas, Nevada 89109]

2. AGENDA CHANGES

3. PROCLAMATIONS, SPECIAL ORDERS OF THE DAY AND ANNOUNCEMENTS

3-A. Library project update.

4. CONSENT CALENDAR

Consent Calendar items are considered routine and will be enacted, approved or adopted by one motion unless a request for removal for discussion or explanation is received from the Council or a member of the public.

4-A. Minutes of the Special and Regular City Council Meetings held on May 16, 2006. (City Clerk)

4-B. Bills for ratification. (Finance)

4-C. Recommendation to approve Employment Agreement for City Attorney. (City Attorney)

4-D. Recommendation to award Contracts in the amount of \$979,847.26 for Furnishings in the New Main Library. (Library)

4-E. Recommendation to award Contract in the amount of \$2,968,704, including contingencies, to Gallagher & Burk for repair and resurfacing of certain streets, Phase 26, No. P.W. 03-06-08. (Public Works)

4-F. Recommendation to authorize the execution of Landscape Maintenance Management Contract for the City of Alameda Island City Landscaping and Lighting District 84-2 - Marina Village. (Public Works)

4-G. Recommendation to appropriate \$155,300 in Urban Runoff Funds and award a Contract in the amount of \$643,779, including contingencies, to Ghilotti Brothers for the Fernside Boulevard Pedestrian Access Improvements near Lincoln Middle School (Safe Routes to School), No. P.W. 11-02-15. (Public Works)

4-H. Recommendation to set Hearing date for delinquent integrated Waste Management charges. (Public Works)

4-I. Adoption of Resolution Authorizing the Filing of an Application for Federal Congestion Mitigation and Air Quality Improvement Program Funding for Electric Fleet Vehicles and Charging Stations, Committing the Necessary Non-Federal Match for the Project and Stating the Assurance of the City of Alameda to Complete the Project; and

- Adoption of Resolution Authorizing the Filing of an Application for Federal Congestion Mitigation and Air Quality Improvement Program Funding for Otis Drive/Doolittle Drive/Island Drive Signal Coordination, Committing the Necessary Non-Federal Match for the Project and Stating the Assurance of the City of Alameda to Complete the Project. (Public Works)

5. REGULAR AGENDA ITEMS

5-A. Public Hearing to consider adoption of a Resolution "Confirming the Business Improvement Area Report for Fiscal Year 2006-07 and Levying an Annual Assessment on the Alameda Business Improvement Area of the City of Alameda for Fiscal Year 2006-07." (Development Services)

5-B. Recommendation to approve Alameda Ferry Service actions:

- Recommendation to authorize the City Manager to execute First Amendment to the Amended and Restated Ferry Services Agreement with the Port of Oakland;
- Recommendation to authorize the City Manager to execute extension of Operating Agreement with Blue and Gold Fleet for the Alameda/Oakland Ferry Service and adopt associated budgets;
- Recommendation to authorize the City Manager to execute extension of Operating Agreement with Harbor Bay Maritime for the Alameda Harbor Bay Ferry and adopt associated budgets;
- Recommendation to authorize the City Manager to enter into negotiations with the Bay Area Water Transit Authority (WTA) for transfer of the City's Ferry Service to the WTA;
- Adoption of Resolution Authorizing the City Manager to Apply for Regional Measure 1 Bridge Toll Funds, including Five Percent Unrestricted State Funds and Two Percent Bridge Toll Reserve Funds, for Operating Subsidy and Capital Projects for City of Alameda Ferry Services and to Enter into All Agreements Necessary to Secure These Funds for FY 2006-07. (Public Works)

5-C. Review of Policies regarding the Naming of City Facilities. (Recreation and Parks, Planning and Building)

5-D. Adoption of Resolution Opposing State Legislation to Permit the Towing of Triple Tractor Trailers on State Highways in California. (City Manager)

6. ORAL COMMUNICATIONS, NON-AGENDA (Public Comment)

Any person may address the Council in regard to any matter over which the Council has jurisdiction or of which it may take cognizance, that is not on the agenda.

7. COUNCIL COMMUNICATIONS (Communications from Council)

Councilmembers can address any matter, including reporting on any Conferences or meetings attended.

8. ADJOURNMENT

- For use in preparing the Official Record, speakers reading a written statement are invited to submit a copy to the City Clerk at the meeting or e-mail to: lweisige@ci.alameda.ca.us
- Sign language interpreters will be available on request. Please contact the City Clerk at 747-4800 or TDD number 522-7538 at least 72 hours prior to the Meeting to request an interpreter
- Equipment for the hearing impaired is available for public use. For assistance, please contact the City Clerk at 747-4800 or TDD number 522-7538 either prior to, or at, the Council Meeting
- Accessible seating for persons with disabilities, including those using wheelchairs, is available
- Minutes of the meeting available in enlarged print
- Audio Tapes of the meeting are available upon request
- Please contact the City Clerk at 747-4800 or TDD number 522-7538 at least 48 hours prior to the meeting to request agenda materials in an alternative format, or any other reasonable accommodation that may be necessary to participate in and enjoy the benefits of the meeting



CITY OF ALAMEDA • CALIFORNIA

SPECIAL JOINT MEETING OF THE CITY COUNCIL,
ALAMEDA REUSE AND REDEVELOPMENT AUTHORITY,
AND COMMUNITY IMPROVEMENT COMMISSION
TUESDAY - - - JUNE 6, 2006 - - - 7:31 P.M.

Location: City Council Chambers, City Hall, corner of Santa Clara Avenue and Oak Street.

Public Participation

Anyone wishing to address the Council/Board/Commission on agenda items or business introduced by the Council/Board/Commission may speak for a maximum of 3 minutes per agenda item when the subject is before the Council/Board/Commission. Please file a speaker's slip with the Deputy City Clerk if you wish to speak on an agenda item.

ROLL CALL

[Note: Mayor/Chair Johnson will be present via teleconference from Paris Hotel, 3655 Las Vegas Boulevard South, Las Vegas, Nevada 89109]

MINUTES

Minutes of the Special Community Improvement Commission (CIC) Meeting, and the Joint City Council, Alameda Reuse and Redevelopment Authority, CIC and Housing Authority Board of Commissioners Meeting held on May 16, 2006. (City Clerk)

AGENDA ITEM

1. Discussion of City Attorney/General Counsel Legal Services and staffing options. (City Attorney)

ADJOURNMENT

Beverly Johnson, Mayor
Chair, Alameda Reuse and
Redevelopment Authority, and
Community Improvement Commission

**CITY OF ALAMEDA
MEMORANDUM**

To: Honorable Mayor and
Councilmembers

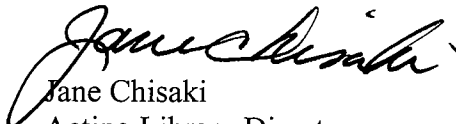
From: Debra Kurita
City Manager

Date: June 6, 2006

Re: New Main Library Project Update

Attached to this memorandum is the June 1, 2006 Library Construction Report.

Respectfully submitted,


Jane Chisaki
Acting Library Director

Attachment

**Report 3-A
6-6-06**

Library Construction Report

June 1, 2006

Construction

- The Library webcam will operate throughout the project. It is available on the Library's and the City's websites.
- Notice to Proceed was issued on March 14, with substantial completion scheduled for September 5, 2006.
- Exterior art work fabrication has been delayed by the weather, expect installation in June.
- First & second floor wallboard installation was completed on May 12th.
- Site work started on 8th with completion scheduled for early June.
- Painting started on May 16th with completion scheduled for late June.
- Elevator installation started on April 17th and will be completed by the end of May.
- The project remains on schedule.

Furnishings and Equipment Procurement

- RFP process for Furniture has been completed.
- RFP process of IT equipment has completed.

Library Move

- Planning process for move is underway.

Library Opening

- The opening of the Main Library is tentatively scheduled for October 2006.
- The GRAND OPENING is now scheduled for November 2, 2006 at 11:00AM

Budget

- The budget report, including supplemental funding sources, is attached.

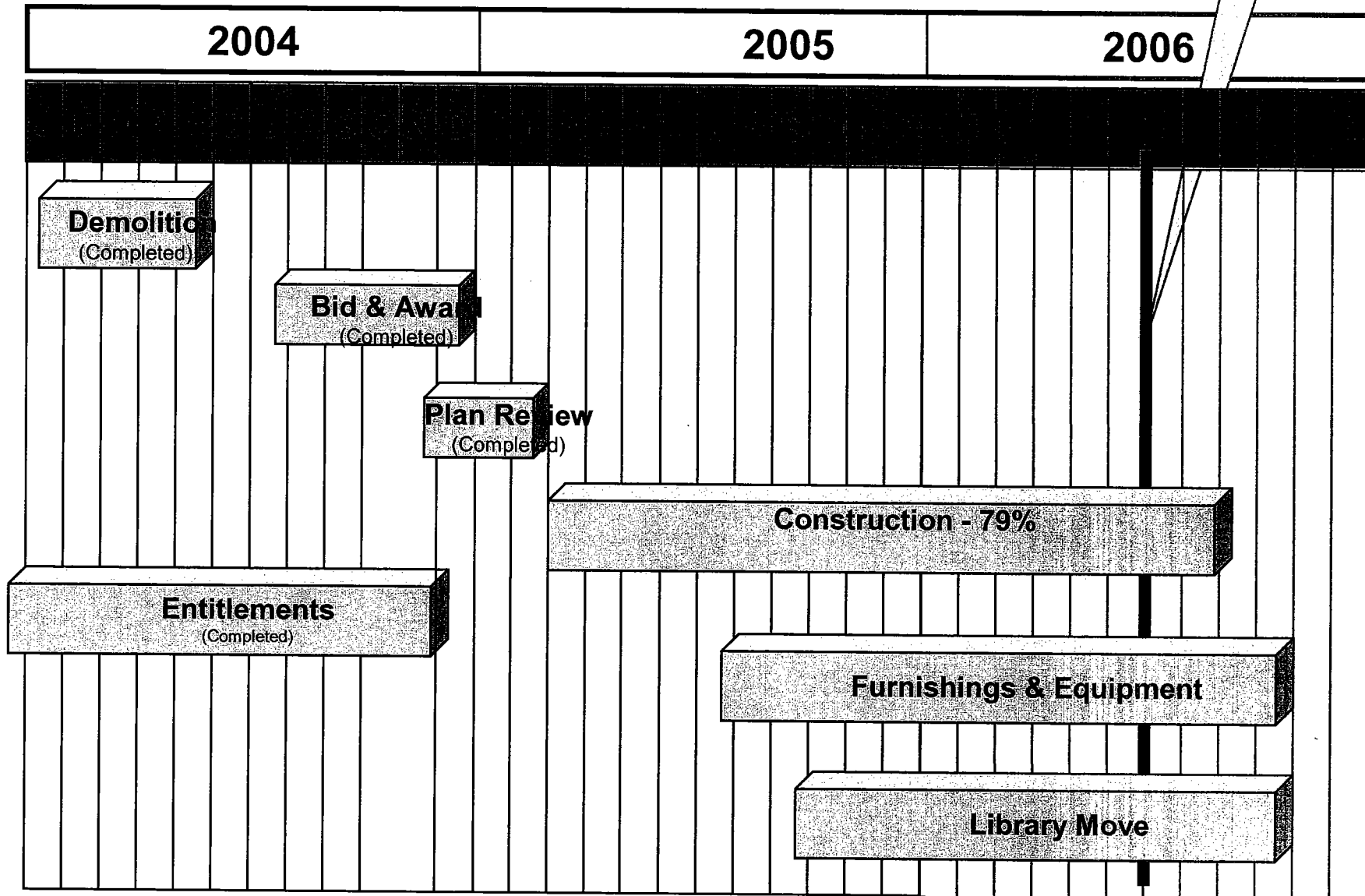
Budget for Alameda Free Library - New Main Library Project
Inception to date through the month of: April 2006

Sources of Budgeted Funds	Budget
State Grant	\$15,487,952.00
Measure O	8,000,000.00
Contributions	10,000.00
Supplemental Funding:	
Interest Earned on Measure O Funds	375,189.00
Stafford Bequest	745,297.00
Redevelopment Funding (Construction)	1,000,000.00
Redevelopment Funding (Contingency)	1,000,000.00
Additional Measure O Funds	670,000.00
Alameda County Waste Management Grant	75,000.00
Recycled Content Grant from Public Works	20,000.00
Sources Subtotal:	27,383,438.00
 Expenditures to date:	 18,074,673.00
 Balance Available:	 9,308,765.00
 Change Orders:	
Total contingency	1,740,000.00
Change order #1 ¹	(146,796.00)
Change order #2	72,602.00
Change order #3	(67,902.00)
Change order #4	(62,065.00)
Revised contingency amount	1,535,839.00

¹Up to \$95,000 in grant funding will be used to offset this change order

Library Project Timeline

Status as
of June 1,
2006



UNAPPROVED MINUTES
MINUTES OF THE SPECIAL CITY COUNCIL MEETING
TUESDAY- -MAY 16, 2006- -5:31 P.M.

Mayor Johnson convened the Special Meeting at 6:50 p.m.

Roll Call - Present: Councilmember deHaan, Gilmore, Matarrese,
and Mayor Johnson - 5.

Absent: None.

The Special Meeting was adjourned to Closed Session to consider:

(06-) Conference with Legal Counsel - Existing Litigation; Name
of case: Campos-Marquez v. City of Alameda.

(06-) Conference with Labor Negotiators; Agency negotiators:
Marie Gilmore and Frank Matarrese; Employee: City Attorney.

(06-) Public Employment; Title: City Attorney.

Following the Closed Session, the Special Meeting was reconvened
and Mayor Johnson announced that regarding Conference with Legal
Counsel, Council received a briefing from Legal Counsel; regarding
Conference with Labor Negotiators, Council discussed the City
Attorney; regarding Public Employment, Council discussed City
Attorney employment.

Adjournment

There being no further business, Mayor Johnson adjourned the
Special Meeting at 7:50 p.m.

Respectfully submitted,

Lara Weisiger
City Clerk

The agenda for this meeting was posted in accordance with the Brown
Act.

UNAPPROVED MINUTES
MINUTES OF THE REGULAR CITY COUNCIL MEETING
TUESDAY- -MAY 16, 2006- -7:30 P.M.

Mayor Johnson convened the Regular Meeting at 7:54 p.m.

ROLL CALL - Present: Councilmembers Daysog, deHaan, Gilmore, Matarrese, and Mayor Johnson - 5.

Absent: None.

AGENDA CHANGES

None.

PROCLAMATIONS, SPECIAL ORDERS OF THE DAY AND ANNOUNCEMENTS

(06-___) Presentation by Alameda Architectural Preservation Society of a Historic Preservation Award for the storefront rehabilitation of the Oddfellows Building at 1501 Park Street using a City façade grant.

Denise Brady, President of the Alameda Architectural Preservation Society, presented the award to the Mayor.

Mayor Johnson thanked Ms. Brady for the award; acknowledged the efforts of the Business Development Division Coordinator and Development Services Director; stated the community realizes the importance of preserving and restoring historic structures.

(06-___) Proclamation declaring May 18, 2006 as Bike to Work Day.

Mayor Johnson read and presented the proclamation to Lucy Gigli and John McNulty with Bike Alameda.

Ms. Gigli thanked the Council for the proclamation; stated the Alameda Association of Realtors has done a great job to encourage biking.

CONSENT CALENDAR

Mayor Johnson announced that the recommendation to approve a Contract with EIP Associates [paragraph no. 06-___], and Resolution of Intention to Levy an Annual Assessment [paragraph no. 06-___] were removed from the Consent Calendar for discussion.

Councilmember Matarrese moved approval of the remainder of the Consent Calendar.

Councilmember deHaan seconded the motion, which carried by unanimous voice vote - 5.

[Items so enacted or adopted are indicated by an asterisk preceding the paragraph number.]

(*06-____) Minutes of the Special and Regular City Council Meetings held on May 2, 2006, and the Special City Council Meetings held on May 3, 2006. Approved.

(*06-____) Ratified bills in the amount of \$8,292,392.81.

(*06-____) Recommendation to accept the Quarterly Sales Tax Report for the Period Ending March 31, 2006. Accepted.

(06-____) Recommendation to approve a Contract with EIP Associates, Inc. in the amount of \$173,075 for the preparation of an Environmental Impact Report for Harbor Bay Associates, Inc.

The Planning and Building Director provided a brief oral report.

Councilmember deHaan stated that the environmental review procedure is standard and is available to any individual.

Mayor Johnson stated the staff recommendation is to approve having the Environmental Impact Report prepared and is not project approval.

The Planning and Building Director stated that the Contract ensures that the applicant pays for the services.

Councilmember Matarrese inquired whether the City was the owner of the Contract, to which the Planning and Building Director responded in the affirmative.

David Kirwin, Alameda, stated past newspaper articles have indicated that the City could build several thousand homes on Bay Farm Island because of the reverse commute; the review is the fifth one that has been performed; the demand to provide public services and community facilities would increase the tax burden on the City.

Mayor Johnson inquired whether the referenced article addressed a proposal to build several thousand homes at Harbor Bay.

Mr. Kirwin responded the article noted that building several thousand homes was possible; the proposed lot size is not the family neighborhood quality and style of Alameda.

Councilmember Matarrese noted the City does not plan to build homes; an application to build homes was submitted by the property owner.

The City Attorney stated the process is long; studies would be conducted to provide adequate information to the Planning Board to consider the application.

Mayor Johnson stated the process is in the early stages; the City is involved because the City wants to have the consultant perform the work for the City.

Vice Mayor Gilmore stated an application for 104 homes does not mean that 104 homes would be built; 104 homes are the maximum but less could be built; the project may never be built because of community and City concerns.

Councilmember Daysog stated that he would abstain on the matter; he is concerned with on-going negotiations with the Port of Oakland; building additional homes at Harbor Bay could injure the City's position regarding airport expansion; information is needed to make an informed decision.

Councilmember Matarrese stated he supports the recommendation in order to provide current information to the Planning Board.

Councilmember deHaan stated hopefully the report will provide needed information; the recommendation does not commit the City to the project; concerns will be aired.

Councilmember Matarrese stated the staff recommendation commits the City to engage the appropriate firm to conduct the study.

Councilmember Matarrese moved approval of the staff recommendation.

Vice Mayor Gilmore seconded the motion, which carried by the following voice vote: Ayes: Councilmembers deHaan, Gilmore, Matarrese and Mayor Johnson - 4. Abstentions: Councilmember Daysog - 1.

(*06-) Recommendation to appropriate \$16,000 from the Curbside Recycling Fund and award a Contract in the amount of \$72,582, including contingencies, to AJW Construction for installation of Rubberized Sidewalks, No. P.W. 02-06-05. Accepted.

(*06-) Recommendation to award Contract in the amount of \$436,000, including contingencies, to SpenCon Construction, Inc. for the Fiscal Year 2005-06 Repair of Portland Cement Concrete

Sidewalk, Curb, Gutter, Driveway and Minor Street Patching, No. P.W. 03-06-06, and authorize the City Manager to execute up to four additional Contract Extensions. Accepted.

(*06-) Resolution No. 13952, "Requesting the Metropolitan Transportation Commission to Allocate \$219,186 in Transportation Development Act (TDA) Article 3 Funding for the Fernside Boulevard Pedestrian Access Improvements near Lincoln Middle School (Safe Routes to School), No. P.W. 11-02-15." Adopted.

(06-) Resolution No. 13953, "Intention to Levy an Annual Assessment on the Alameda Business Improvement Area of the City of Alameda for FY 2006-07 and to Set a Public Hearing for June 6, 2006." Adopted.

Councilmember deHaan inquired whether the annual assessment is only for Park Street.

The Development Services Director responded the assessment is for Park Street and Webster Street; the levy rates are different; the fee is collected along with the business license fee.

Councilmember DeHaan inquired whether businesses have other assessment.

The Development Services Director responded a City Lighting and Landscape District is used for maintenance and trash collection; smaller areas also have individual Lighting and Landscape District areas.

Councilmember deHaan inquired whether there is a vote for the assessment.

The Development Services Director responded the assessment was voted in a long time ago but is not renewed annually; the self-taxing improvement assessments have an annual review process.

Councilmember deHaan inquired whether Webster Street has a Lighting and Landscape District.

The Public Works Director responded the City has Landscaping and Lighting Districts throughout the City, including Webster Street, Park Street and Bay Street; the fees are set annually; the fees are used for maintenance, litter collection, and electricity.

Councilmember deHaan inquired whether the City provides the service, to which the Public Works Director responded the service is provided by a contractor.

Councilmember deHaan inquired whether the City manages the Contract.

The Public Works Director responded in the affirmative; stated he was unsure whether the City managed the Contract for trash pickup on Webster Street.

The Development Services Director stated Webster Street has two zones for the Lighting and Landscaping District; the levy is \$35,000 per year; Park Street has one zone for \$61,000 per year; the Greater Alameda Business Area (GABA) has one zone for approximately \$4,800 per year.

Councilmember deHaan inquired whether the City provides other funding streams from improvement funds.

The Development Services Director responded in the negative; stated the City provides support to Webster Street and Park Street through the Community Improvement Commission.

Councilmember deHaan inquired whether the matter would be addressed in the budget process.

The Development Services Director responded in the affirmative; stated the current budget provides \$74,000 for Webster Street and \$94,000 for Park Street; next year's budget would provide \$94,000 for each.

Councilmember deHaan inquired whether any funding is given to GABA.

The Development Services Director responded that GABA has not requested any funding since she has worked for the City; a nominal amount was provided approximately four years ago.

Councilmember deHaan moved adoption of the resolution.

Councilmember Daysog seconded the motion, which carried by unanimous voice vote - 5.

(*06-) Resolution No. 13954, "Ordering Vacation of an Abandoned 15 Foot Storm Drain Easement within Assessor Parcel No. 074-1360-Portion of 24, 25, 27, 29, 125 and 152 and Authorize Recordation of Quitclaim Deed [ID No. 16]." Adopted; and

(*06 A) Resolution No. 13955, "Ordering Vacation of Abandoned 10 Foot Sanitary Sewer Easement within Assessor Parcel No. 074-1356-Portion of 12 and 13, and Authorize Recordation of Quitclaim Deed

[ID No. 17] (Catellus/Bayport Residential Project)." Adopted.

(*06-) Resolution No. 13956, "Amending the Management and Confidential Employees Association (MCEA) Salary Schedule by Establishing the Salary Range for the Classification of Web Technical Producer." Adopted.

REGULAR AGENDA ITEMS

(06-) Resolution No. 13957, "Appointing Jeanette L. Copperwaite as a member of the Film Commission." (Historic Experience Seat) Adopted;

(06- A) Resolution No. 13958, "Appointing Kenneth I. Dorrance as a member of the Film Commission." (Realty/Property Management Professional Seat) Adopted;

(06- B) Resolution No. 13959, "Appointing David J. Duffin as a member of the Film Commission." (Film/Video Industry Seat) Adopted;

(06- C) Resolution No. 13960, "Appointing Liam Gray as a member of the Film Commission." (Arts/Cultural Seat) Adopted;

(06- D) Resolution No. 13961, "Appointing Orin D. Green as a member of the Film Commission." (Film/Video Industry Seat) Adopted;

(06- E) Resolution No. 13962, "Appointing Patricia A. Grey and a member of the Film Commission." (Film/Video Industry Seat) Adopted;

(06- F) Resolution No. 13963, "Appointing Tamar Lowell as a member of the Film Commission." Water/Marina Based Experience Seat) Adopted; and

(06- G) Resolution No. 13964, "Appointing Theatte (Teddy) B. Tabor as a member of the Film Commission." (Community-at-Large Seat) Adopted.

Councilmember Matarrese moved adoption of the resolutions.

Vice Mayor Gilmore seconded the motion, which carried by unanimous voice vote - 5.

The City Clerk administered the Oath and presented certificates of appointment to Film Commission members.

Mayor Johnson announced that Allison Bliss is the Chamber of Commerce representative, Tricia Collins-Levi is the West Alameda Business Association representative, and Robb Ratto is the Park

Street Business Association representative.

(06-____) Public Hearing to establish Proposition 4 Limit (Appropriation Limit) for Fiscal Year 2006-07; and

(06- A) Resolution No. 13965, "Establishing Appropriations Limit for Fiscal Year 2006-07." Adopted.

The Finance Director provided a brief presentation.

Mayor Johnson opened the public portion of the Hearing.

There being no speakers, Mayor Johnson closed the public portion of the Hearing.

Councilmember Matarrese inquired what the rate would be if based on increased population in the City instead of the County.

The Finance Director responded the adjusted appropriations limit would be approximately \$71 million instead of \$74 million.

Councilmember deHaan moved adoption of the resolution.

Councilmember Matarrese seconded the motion, which carried by unanimous voice vote - 5.

(06-____) Public Hearing to consider collection of Delinquent Business License Fees via the Property Tax Bills.

The Finance Director provided an updated, delinquent business license list.

Mayor Johnson requested that the Finance Director briefly describe what efforts are made to get delinquent business licenses paid.

The Finance Director stated property owners are billed even though the Municipal Code states that the property owner is responsible for applying and paying for a business license; an annual renewal is sent out in April once a business license is on file; collection is attempted through July 31, at which time the business license becomes delinquent; delinquent notices are sent out again in March; parcels with unpaid business licenses as of June 30 are placed on the tax roll; Public Hearing notices are also sent.

Mayor Johnson stated the total amount of uncollected license fees is \$5,629.28, \$9,536.77 with late charges; efforts are made to work with the business community; the City appreciates what businesses do for the community.

Councilmember Daysog suggested researching adding "Important Notice" in the top five languages to the notification.

Councilmember deHaan inquired whether most of the people on the list have paid business licenses in the past.

The Finance Director responded some are continuing business; the majority took out a business license in 2004 but did not renew in 2005.

Mayor Johnson inquired whether the notification indicates that the owner needs to advise the City when the business ceases, to which the Finance Director responded in the affirmative.

Mayor Johnson opened the public portion of the Hearing.

Rupert Davis, Oregon, stated he disagrees with the March 15 letter he received; his mother-in-law had a business license [for 720 Lincoln Avenue] until 1997; rent stopped for the upper unit in 1997 because of renovation; his mother-in-law was advised by the Finance Department that a business license is not required if only one unit is rented; his mother-in-law passed away in 2001, and he and his wife took ownership; the Finance Department personally informed him that a business license is not required if only one unit is rented; an \$84 late fee is ridiculous when he was told that he did not need a business license; only one unit was rented in 1997, 1998, and 1999, and he did not own the property at that time; no units were rented from 2000 to 2003; rent started in February 2004.

There being no further speakers, Mayor Johnson closed the public portion of the Hearing.

Mayor Johnson requested that Mr. Davis's case be referred to the Finance Department to determine whether the fee is valid.

The Finance Director stated she would work with Mr. Davis.

Councilmember Matarrese stated conclusions would be made based upon the supporting documentation.

Councilmember Daysog moved approval of staff recommendation with direction to review and determine the validity of Mr. Davis's complaints and research adding "Important Notice" in the top five languages to the notification.

Councilmember Matarrese seconded the motion, which carried by unanimous voice vote - 5.

(06-) Recommendation to award Contract in the amount of \$1,050,505.00 to McGuire and Hester, and allocate a 10% contingency in the amount of \$105,100.00 for the construction of the Bayport 4-acre park.

The Redevelopment Manager provided a brief presentation.

Councilmember deHaan inquired whether the original bidder or challenger resubmitted a bid, to which the Redevelopment Manager responded in the negative.

Mayor Johnson inquired whether the bids were lower.

The Redevelopment Manager responded the bids for the park were lower; stated the community building bids were higher than the engineer's estimate; staff will recommend rejecting the bids at the June 20 City Council Meeting.

The Acting Recreation and Park Director stated he has contacted the School District to arrange for facilities to run the After School Playground Program in the fall; field use will be rotated; renovation of Godfrey Park will start after Bayport Park is opened.

Mayor Johnson inquired when the construction of the community building would be completed.

The Acting Recreation and Park Director responded the community building would be re-bid in the fall.

Mayor Johnson inquired whether construction could be done during the school year, to which the Acting Recreation and Park Director responded in the affirmative.

The Redevelopment Manager stated the community building is on school property and is subject to the Department of State Architect standards, which are higher; the original lowest bid was \$730,000; the re-bid was \$850,000; the engineer's estimate was in the \$600,000 range.

Vice Mayor Gilmore moved approval of the staff recommendation.

Councilmember Matarrese seconded the motion, which carried by unanimous voice vote - 5.

Mayor Johnson inquired whether the renovations for Godfrey Park would start in September, to which the Acting Recreation and Park Director responded hopefully.

Mayor Johnson inquired when renovations for Woodstock Park would start.

The Acting Recreation and Park Director responded the City has until 2012 to spend the grant money; stated Ritler Park would be renovated after Godfrey Park; Woodstock Park would be renovated next; the Woodstock Park design is more involved because of drainage problems in the neighborhood.

Councilmember Matarrese inquired why renovation for Ritler Park would be before Woodstock Park.

The Acting Recreation and Park Director responded renovation for Ritler Park would be quicker; stated renovation for Woodstock Park would start next year in late summer or early fall.

Mayor Johnson stated starting renovation next year makes sense; Woodstock Park would not be open for the baseball season if work started next spring.

Councilmember deHaan inquired when the park and facility naming policy would be brought to Council, to which the Acting Recreation and Park Director responded June 6.

ORAL COMMUNICATIONS, NON-AGENDA

None.

COUNCIL COMMUNICATIONS

(06-) Vice Mayor Gilmore stated there have been various lobbying efforts to allow triple tractor trailers on California highways; California currently bans triple tractor trailers; shipping companies are attempting to get the legislation through the State; the Governor has indicated some interest last time the issue was proposed; a subcommittee vote lost by a margin of eight to five; requested that the matter be placed on the agenda; stated citizen safety is a concern; there is potential for jackknifing and major wear and tear on local roads.

Mayor Johnson concurred with Vice Mayor Gilmore; inquired whether triple tractor-trailers could be restricted in Alameda.

The City Attorney responded probably not; stated there may be State and Federal preemptions; a number of Alameda streets are considered State highways.

Councilmember Matarrese stated that the matter should be placed on the agenda.

Councilmember deHaan stated eleven states allow triple tractor-trailers, the Federal government does not.

Mayor Johnson inquired whether double tractor-trailers are permitted in California and not Oregon, to which Councilmember deHaan responded in the affirmative.

Vice Mayor Gilmore inquired whether the matter could be placed on the agenda sooner rather than later, to which the City Manager responded the matter would be placed on the June 6 City Council agenda.

(06-) Councilmember deHaan stated that the City has easement rights for streetscaping along Appezzato Way even though negotiations are being conducted with the Alameda Beltline; requested an Off Agenda Report on the matter; stated the City is missing an opportunity to bring the community together; landscaping should be done sooner rather than later; the Summer House, previously Harbor Island Apartments and Buena Vista Apartments, is one of the highest density areas in Alameda, with 41 homes per acre, and lends itself to a transportation node; the matter should be brought to the Transportation Commission.

(06-) Mayor Johnson requested that the City Council or Planning Board review office/business conversions in residential areas; stated the Council set a precedent on the issue several years ago [June 6, 2000] when a request was made to convert a residential structure into a law office beyond a business area [2058 Central Avenue]; she would like to formalize the precedent; previously the Council stated that no residential conversions would be allowed in the area.

Vice Mayor Gilmore stated that the Planning Board denied the request because parking requirements could not be met and a variance was requested.

Mayor Johnson stated the City needs to be clearer on the matter so that people do not purchase residential property with the intent to convert the property to commercial.

The City Manager stated that the matter would be brought back to Council, including past Council action.

(06-) Councilmember deHaan stated the Miracle League provides an opportunity to establish a baseball field for individuals with

limitations; the School Board reviewed possible fields; endorsement has been received from the Recreation and Parks Commission; the City provides full range sport opportunities; providing baseball fields for the Miracle League fills the one gap; encouraged the City to lend a kind ear to the opportunity and move forward.

ADJOURNMENT

There being no further business, Mayor Johnson adjourned the Regular Meeting at 9:01 p.m.

Respectfully submitted,

Lara Weisiger
City Clerk

The agenda for this meeting was posted in accordance with the Brown Act.

June 1, 2006

Honorable Mayor and Councilmembers:

This is to certify that the claims listed on the check register and shown below have been approved by the proper officials and, in my opinion, represent fair and just charges against the City in accordance with their respective amounts as indicated thereon.

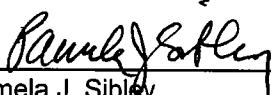
<u>Check Numbers</u>	<u>Amount</u>
148423 - 149022	3,374,883.60
EFT 212	25,603.50
EFT 213	806,749.00
EFT 214	25,603.50
EFT 215	72,039.65
EFT 216	110,699.24

Void Checks:

147204	(565.41)
147438	(50.00)
147675	(33.00)
147356	(135.00)
148424	(2,729.60)
147985	(3,456.67)
148770	(73.60)
133307	(1,737.00)
135257	(856.00)
145343	(5,762.00)
135296	(776.00)

GRAND TOTAL	4,399,404.21
-------------	--------------

Respectfully submitted,



Pamela J. Sibley

MEMORANDUM

Date: June 6, 2006

To: Mayor Beverly Johnson
Members of City Council

From: Karen Willis
Human Resource Director

Re: Recommendation to Approve Employment Agreement for City Attorney

The City Attorney position serves at the will of the City Council. This terms of employment for this position are established through a written employment agreement with the City Council, which sets forth the salary and benefit/compensation package.

A copy of the Employment Agreement between the City Council and Teresa Highsmith, as City Attorney, is attached for City Council approval. This Employment Agreement has been prepared using the template previously approved by the City Council for the City Manager's employment agreement, but with terms negotiated by City Council sub-committee.

BUDGET CONSIDERATION/FISCAL IMPACT

The attached Employment Agreement reflects a decrease in the total compensation package for the City Attorney position.

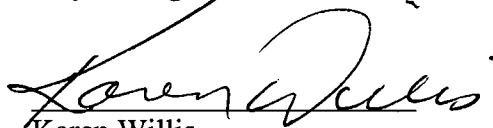
RECOMMENDATION

Approve the Employment Agreement with Teresa Highsmith for the position of City Attorney.

Respectfully submitted:

Debra Kurita
City Manager

by:



Karen Willis
Human Resource Director

Attachment

Report 4-C
6-6-06

EMPLOYMENT AGREEMENT

This agreement is made by and between the CITY OF ALAMEDA (the "City"), a charter city and municipal corporation, and TERESA L. HIGHSMITH ("Highsmith").

RECITALS

Whereas, the City desires to employ the services of Teresa L. Highsmith as City Attorney of the City of Alameda; and

Whereas, Teresa L. Highsmith agrees to serve as the City Attorney of Alameda; and

Whereas, the City Council and Highsmith desire to agree in writing to the terms and conditions of Highsmith's employment as City Attorney.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Introduction and Term

1. EMPLOYMENT The City hereby agrees to employ Highsmith subject to the terms and conditions set forth below, and Highsmith accepts such employment. During the term of the Agreement, City agrees to pay Highsmith the compensation provided for in this Agreement.
2. TERM The initial term of this Agreement shall commence on June 1, 2006 and expire on May 31, 2009. As part of the Highsmith annual performance review, the City Council may decide to extend the contract term.

Duties and Professional Responsibilities

3. DUTIES Highsmith shall serve as the City Attorney of the City and shall be vested with the powers, duties and responsibilities set forth in the City Charter. In addition, Highsmith shall perform such other duties as may be assigned by the City Council, and which are consistent with the position of City Attorney, without additional compensation.
4. HOURS OF WORK Highsmith shall be an exempt employee (not subject to overtime requirements under the FLSA) and is expected to devote necessary time outside normal office hours to the business of the City. Highsmith's schedule of work each day and week shall vary in accordance with the work required to be performed. Highsmith shall spend sufficient hours on site to perform Highsmith's duties; however,

Highsmith shall be allowed flexibility in setting her own office hours with the understanding that Highsmith's regular workweek shall be 5 days/40 hours per week.

5. OUTSIDE ACTIVITIES Highsmith may not spend more than 10 hours per month in teaching, consulting, speaking, or other non-City business for which compensation is paid without the express prior consent of the City Council. In any event, such activities shall not be in conflict with, or bring discredit upon, the City. Further, Highsmith shall regularly update the Mayor and Council concerning such outside activities.
6. MEMBERSHIPS With notification to the Mayor and Council, the City shall budget and pay for the professional dues and subscriptions of Highsmith necessary for her continuation and full participation in such programs that enhance Highsmith's standing and the City's reputation, including national, regional, state and local associations and organizations necessary and desirable for her continued professional participation, growth and advancement, including, without limitation, the State Bar of California.
7. PROFESSIONAL ACTIVITIES Highsmith agrees to devote her complete productive time, ability and attention to the City's business during the term of this agreement. Highsmith may, however, undertake limited outside activities, including serving as an officer or board member of City government organizations or other related activities, provided that such activities do not in any way interfere with or adversely effect her employment as City Attorney or the performance of her duties provided herein, or otherwise bring discredit upon the City. With notice to the Mayor and Council, the City shall budget for and pay the reasonable travel and subsistence expenses of Highsmith for professional official travel, meetings and occasions adequate to continue her professional development and to adequately pursue necessary official and other functions for the City and such other national, regional, state and local government groups or committees on which Highsmith may serve as a member. Highsmith shall advise the Mayor and Council of professional activities necessitating: out-of-state travel; or an unusual time commitment.

Base Compensation and Internal Adjustments

8. COMPENSATION PHILOSOPHY As a matter of City policy, the City Council commits to ensuring that the position of City Attorney is adequately compensated.
9. BASE SALARY Effective June 1, 2006, Highsmith shall receive an annual base salary of \$182,000 paid at the same intervals and in the

same manner as other City employees. Thereafter, Highsmith's base salary shall be increased by 2% on May 27, 2007 , and by 2% on May 25, 2008 .

10. DEFERRED COMPENSATION (Money Purchase Plan) The City shall provide as additional compensation pursuant to Government Code Section 53214 to Highsmith a minimum of 1% base salary annually as additional deferred compensation pursuant to Section 401 of the Internal Revenue Code. Highsmith shall contribute 2% of total earnings to the plan in accordance with the City's plan document.

Annual Review

11. EVALUATIONS The City Council shall engage in a review of Highsmith's performance annually. Such reviews may be facilitated by a professional mutually acceptable to the City and Highsmith. The City Council and Highsmith shall establish such goals and performance objectives which they determine necessary and appropriate for the City Council's policy objectives. The City Council and Highsmith shall further establish a relative priority among those various goals and objectives. These goals and objectives shall be obtainable generally within the time limits as specified in the operating and capital budgets and appropriations provided.

Retirement, Health & Other Fringe Benefits

12. RETIREMENT The City contracts with the California Public Employees' Retirement System for retirement benefits. Highsmith will be covered by the City's "miscellaneous" (non-public safety) plan during her employment. The City will pay the mandatory employer contributions for this benefit; Highsmith will pay the employee contributions in accordance with Section 414 (h) (2) of the Internal Revenue Code.
13. VACATION Highsmith shall accrue, and may use, up to 25 days (equivalent of 200 hours) of paid vacation annually. Vacation shall be accrued bi-weekly. Highsmith may carry over accrued but unused vacation time from one year to the next; provided, however, she may not accrue vacation beyond a balance of 50 days/400 hours.¹ Upon separation from the City, Highsmith, or, in the case of her death while employed by the City, her heirs, shall be paid for all unused accrued vacation allowances. At her discretion, and if permitted under the City's existing contract with PERS, Highsmith may apply any unused vacation leave time to service credit for retirement purposes.

¹ As used in this section only, "day" means 8 hour working day, unless otherwise specified.

Accumulated vacation balances shall be paid at Highsmith's salary rate at the effective date of separation.

14. OTHER LEAVES Except as provided herein, Highsmith shall receive the same paid holidays and leave time benefits as other City Department Heads (except for public safety).
15. OTHER FRINGE BENEFITS Highsmith shall be provided disability and dental benefits at the same levels that are provided to other City Department Heads (except for public safety). The City contribution for medical coverage shall be equal to 100% of the Kaiser premium for the coverage level (employee, employee +1, family) selected. If Highsmith elects not to enroll in one of the City sponsored medical plans, she will receive a maximum cash payment of \$230 per month in lieu of medical coverage. The City shall pay such other mandatory employer costs associated with Highsmith's employment including unemployment compensation, workers' compensation and Medicare contributions.
16. LIFE INSURANCE The City shall provide term life insurance in the amount of \$100,000 with the premium to be paid by the City. In the event Highsmith chooses to purchase a life insurance policy with a greater and more costly benefit, the City shall contribute up to \$500 annually toward the purchase of such a policy.
17. AUTO ALLOWANCE Highsmith shall receive \$250 each month as an automobile allowance. The allowance is in exchange for Highsmith making available for her own use a personal automobile and for her use of this personal automobile for City related business or functions during, before and after normal work hours. Highsmith shall maintain liability insurance at appropriate levels with respect to her personal automobile, and she shall list the City as an "additional" insured on her insurance policy. Highsmith is not precluded from occasionally using City vehicles for City business during, before and after the normal workday. A City vehicle will not be provided to Highsmith for her exclusive use. Should the Council decline to permit Highsmith the use of a City vehicle for longer trips (over 200 miles), Highsmith will also be entitled to mileage reimbursement at standard rates for such trips taken on City business.

Separation from Employment / Severance

18. RESIGNATION/RETIREMENT Highsmith agrees to give the City at least forty-five (45) days written notice of the effective date of Highsmith's resignation or retirement, unless the Parties otherwise agree in writing.

19. TERMINATION The City Council may terminate this Agreement at its sole and absolute discretion, with or without cause. In the event the City Council terminates this Agreement without "cause," (as cause is defined in paragraph 21 of this Agreement), Highsmith will be paid full salary and benefits for a period of at least six (6) months from receipt of written notice of termination. The effective date of termination will be at the end of the six-month period. In exchange for the payment by City of full salary and benefits for a minimum of six (6) months after receipt of written notice of termination, Highsmith agrees to cooperate with an interim or appointed City Attorney to carry out the responsibilities of the office as set forth in this Agreement until the earlier of the time such services are no longer required, or the expiration of the six-month period. If the City Council requests the resignation of Highsmith, or does not either renew this Agreement nor execute a new employment Agreement, then Highsmith may, at her option, deem herself terminated without cause.
20. SEVERANCE In the event that Highsmith's services are terminated without "cause," in addition to the six months notice provided pursuant to paragraph 19 above, Highsmith shall be paid one month of full salary and benefits for each year served of the three (3) year term of this Agreement as severance, up to a maximum of three (3) months.
21. CAUSE In the event Highsmith is terminated for (1) continued abuse of non-prescription drugs or alcohol that materially affects the performance of her duties; (2) repeated and protracted unexcused absences from the City Attorney's office; (3) conviction of a felony or misdemeanor involving moral turpitude, City shall have no obligation to continue the employment of Highsmith or pay any severance, salary, or other benefits.
22. NOTICE The City Council will provide Highsmith with reasonable notice prior to conducting a meeting for the purpose of considering Highsmith's continued employment, and provide an opportunity for face-to-face dialog, before terminating Highsmith's employment. During any period of negotiation for terms of a new employment Agreement, the terms of this Agreement shall remain effective until either a new employment Agreement is approved by the City Council or the City Council otherwise terminates Highsmith's services.
23. NO ACTION PERIOD During a period of ninety (90) days immediately preceding or following the date of installation of any person newly elected to the Council at a regular or special municipal election or of any person newly appointed to the Council, the Council shall take no action, whether immediate or prospective, to remove, suspend, request the resignation of, or reduce the salary of Highsmith.

If the City Council takes such action during this time period, Highsmith may at her option, be deemed to be terminated by the City Council and will receive six month's Base Compensation, and disability, health, and dental benefits continued for six months, as a severance benefit.

Arbitration of Disputes

24. ARBITRATION OF DISPUTES Any controversy or claim arising out of or relating to this Agreement or the breach thereof, or arising out of or relating to Highsmith's employment or termination thereof, including but not limited to claims of employment discrimination based on federal and state law, which cannot be resolved among the parties themselves, shall, on the written request of either party served on the other within the applicable statute of limitations, be submitted and resolved by final and binding arbitration in a manner consistent with the Federal Arbitration Act, if applicable, or the California Code of Civil Procedure (including CCP Section 1283.05). Service of the written request shall be made only by certified mail, with a return receipt requested. Time is of the essence; if the request is not served within a one-year period for claims arising out of this Agreement, or within the applicable statute of limitations for the alleged federal and state law claims, the complaining party's claim(s) shall be forever waived and barred before any and all forums, including, without limitation, arbitration or judicial forums.

The Arbitrator shall have no authority to alter, amend, modify or change any of the terms of this Agreement unless a provision expressly conflicts with applicable federal or state laws. Any arbitrator selected under this provision shall have the express authority to consider statutory violations of federal and state law in addition to disputes involving this Agreement. The decision of the Arbitrator shall be final and binding and judgment therein may be entered in any court having jurisdiction over the dispute.

The Arbitration shall be conducted under the National Rules ("Rules") for the Resolution of Employment Disputes of the American Arbitration Association ("AAA") current at the time of the dispute. In the event that any of the above Rules are determined to be in conflict with federal or state law, then the arbitrator shall have the authority to amend the Rules accordingly. The City shall be responsible for paying all the AAA's administrative and arbitrator's fees. In all other respects, the parties shall bear their own attorneys' fees and costs except as otherwise required by law. The parties shall have the right to conduct discovery which provides them with access to documents and witnesses that are essential to the dispute, as determined by the

arbitrator. The arbitrator's written award shall include the essential findings and conclusions upon which the award is based.

The parties intend that this arbitration procedure is mandatory and shall be the exclusive means of resolving all disputes whether founded in fact or law between Highsmith and the City and/or its employees, elected officials, directors, agents, officers or managers arising out of or relating to this Agreement, the parties' employment relationship and/or the termination of that relationship, including, but not limited to, any controversies or claims pertaining to wrongful or constructive discharge, violations of the covenant of good faith and fair dealing, implied contracts, public policies, anti-discrimination statutes or any employment-related statutes. THE PARTIES EXPRESSLY WAIVE ANY CONSTITUTIONAL OR STATUTORY RIGHT TO HAVE ANY SUCH DISPUTE DECIDED IN A COURT OF LAW AND/OR BY A JURY IN A COURT PROCEEDING.

Miscellaneous

25. NOTICES Notice pursuant to this Agreement shall be in writing given by deposit in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

TO CITY: Mayor and Council
City of Alameda
City Hall
Alameda, CA 94501

TO HIGHSMITH: Teresa L. Highsmith
City of Alameda
City Hall
Alameda, CA 94501

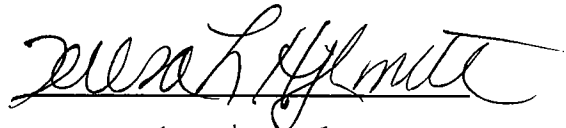
26. REIMBURSEMENT Highsmith will receive reimbursement for all sums necessarily and reasonably incurred and paid by her in the performance of her duties. Highsmith shall submit a claim form to the City in the form and manner required by the City municipal code or practices.
27. BONDS/LEGAL FEES The City shall bear the full cost of any fidelity or other bonds required of Highsmith under any applicable law or ordinance. In the event of any legal action between the parties hereto to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs; provided that, recoverable attorneys' fees and costs shall not exceed the amount in controversy or \$50,000, whichever is lower.

28. INDEMNIFICATION Consistent with the provisions of the California Government Code, the City agrees to defend, hold harmless, and indemnify Highsmith against any claims, demands or legal actions, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope and during the course of Highsmith's employment with the City, including, without limitation, claims arising out of personnel actions taken by her, subject to Highsmith cooperating in good faith with the City with respect to defense of such claims, demands, or legal actions.
29. SEVERABILITY In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of the Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.
30. PARITY IN CONSTRUING AGREEMENT Each party has had the opportunity to participate in drafting the Agreement. Any terms, conditions or provisions of the Agreement shall not be construed against one party and in favor of another by virtue of who actually drafted or circulated the Agreement.
31. SOLE AGREEMENT The parties acknowledge that this Agreement constitutes the sole and entire agreement of the parties in this matter, and that any modifications may only be effected by a writing signed by all affected parties. The parties agree that there are no representations, agreements, arrangements or understandings, either written or oral, between or among the parties relating to the subject matter of this Agreement, which are not fully expressed herein.

City of Alameda

Teresa L. Highsmith

Date: _____


Date: 5-31-06

Approved as to Form:

CITY OF ALAMEDA

MEMORANDUM

DATE: June 6, 2006

TO: Honorable Mayor and
Councilmembers

FROM: Debra Kurita
City Manager

RE: Recommendation to Award Contracts in the Amount of \$979,847.26 for
Furnishings in the New Main Library

BACKGROUND

On December 2, 2002, the City was awarded a State Library Grant for \$15,487,952 for the construction of a new main library. Alameda voters previously approved Measure O which authorized the sale of Bonds in the amount of \$10,600,000, to provide the matching funds for the project and improvements to the Branch Libraries. Construction of the new Main Library began on March 14, 2005. On March 21, 2006, the City Council approved the call for bids for the Furnishings, Fixtures, and Equipment (FF&E). The project is currently on time, within budget, and nearing completion, with the scheduled grand opening on November 2, 2006.

DISCUSSIONS/ANALYSIS

Project Interior Designer, Beverly Moris, of Page & Moris, in collaboration with the Library Building Team and the Library Staff, designed, selected and completed the specifications for the Library furnishings. Three groupings of furnishings: Office Systems Furniture (two packages), Standard Furniture, and Custom Furniture went out to bid at the same time. All four contracts are on file in the City Clerk's Office.

Upon recommendation of the Interior Designer, the Office Systems Furniture packages were bid through the U.S. Communities program. U.S. Communities is a nationwide strategic sourcing program designed by public purchasing professionals for use by government agencies and public-benefit non-profits throughout the country. Local city and county vendors are also included in the U.S. Communities program. Participating agencies receive one bid from representative vendors based on the selected manufacturer in the Request for Proposal (RFP). Two RFPs were released through U.S. Communities, two bids were received.

To solicit the maximum number of bids and the most competitive price, specifications were provided to six prospective vendors for the Standard Furniture RFP and three vendors submitted bids. Specifications were provided to four prospective vendors for the Custom Furniture RFP and four vendors submitted bids. In addition, a notice of bid was published in the *Alameda Journal*.

Bids were opened on April 21, 2006. The total of all bids came in significantly under the estimated budget. As these contracts involve substantial State funding, the Alameda Local Preference Program does not apply. The lists of bidders from lowest to highest for total project cost are as follows:

Standard Furniture Package 12000

Bidder	Location	Bid Amount
Resource and Design, Inc.	San Francisco, CA	\$464,244.15
One Work Place	Alameda, CA	\$480,126.68
Concept Offices	Oakland, CA	\$486,851.16

Custom Furniture Package 12003

Bidder	Location	Bid Amount
Dependable Furniture Manufacturing, Inc.	San Leandro, CA	\$328,806.90
The Worden Company	Holland, MI	\$406,001.83
Fetzer's Architectural Woodwork	Salt Lake City, UT	\$421,025.00
Wood Tech, Inc.	Oakland, CA	\$627,129.00

U.S. Communities Knoll, Package 12001 - Office Systems Furniture Package I

Bidder	Location	Bid Amount
Axiom II	Fremont, CA	\$81,311.02

U.S. Communities Steelcase, Package 12002 - Office Systems Furniture Package II

Bidder	Location	Bid Amount
One Work Place	Alameda, CA	\$105,485.19

MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

This action does not affect the Alameda Municipal Code.

BUDGET CONSIDERATION/FINANCIAL IMPACT

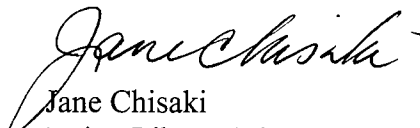
Estimated cost for the Furnishings package is \$979,847.26 which will include all parts, tax, delivery, installation and a 15% contingency. The purchase will be drawn from the reserved fund for the New Main Library Construction Project Fund 317.

RECOMMENDATION

Award the following four contracts for the Alameda Free Library, New Main Library Furnishings:

- Award the contract in the amount of \$464,244.15 to Resource and Design, Inc. for the Custom Furniture Package 12003.
- Award the contract in the amount of \$328,806.90 to Dependable Furniture Manufacturing, Inc. for the Standard Furniture Package 12000.
- Award the contract in the amount of \$81,311.02 to Axiom II for the U.S. Communities Knoll Package 12001, for Office Systems Furniture Package I.
- Award the contract in the amount of \$105,485.19 to One Work Place for the U.S. Communities Steelcase Package 12002, for Office Systems Furniture Package II.

Respectfully submitted,



Jane Chisaki
Acting Library Director

CITY OF ALAMEDA

MEMORANDUM

Date: June 6, 2006

To: Honorable Mayor and
Councilmembers

From: Debra Kurita
City Manager

Re: Recommendation to Award Contract in the Amount of \$2,968,704, Including Contingencies, to Gallagher & Burk for Repair and Resurfacing of Certain Streets, Phase 26, No. P.W. 03-06-08

BACKGROUND

On April 18, 2006, the City Council adopted plans and specifications and authorized a call for bids for the Repair and Resurfacing of Certain Streets, Phase 26, No. P.W. 03-06-08. The project consists of reconstruction of pavement failure areas, overlay with asphalt concrete (AC) or rubberized asphalt concrete (RAC), slurry seal treatment, minor reconstruction of spot locations and associated striping and pavement markings.

DISCUSSION

To solicit the maximum number of bids and the most competitive price, specifications were provided to 18 separate building exchanges throughout the Bay Area. In addition, a notice of bid was published in the *Alameda Journal*. Bids were opened on May 18, 2006.

Bidders from lowest to highest for total project cost is as follows:

Bidder	Location	Bid Amount
Gallagher & Burk	Oakland, CA	\$2,474,920
Top Grade Construction	Livermore, CA	\$2,527,792.50
Ghilotti Brothers, Inc.	San Rafael, CA	\$3,317,847

Staff recommends that the contract be awarded to Gallagher & Burk for a price of \$2,968,704, including a 20% contingency. Based on the competitive price, staff recommends a higher contingency amount to resurface additional streets through this contract. Council has appropriated sufficient funds to allow for the higher contingency. A copy of the contract is on file in the City Clerk's Office.

Report 4-E
6-6-06

ENVIRONMENTAL COMPLIANCE

Street maintenance activities are categorically exempt under the California Environmental Quality Act of 1970 (CEQA), Section 15301(c).

BUDGET CONSIDERATION/FINANCIAL ANALYSIS

The project is budgeted as CIP# 82-01 with approved allocations from Measure B, Gas Tax and Proposition 42 funds. In addition, on December 6, 2005, Council appropriated additional monies from the General Fund reserves for this project.

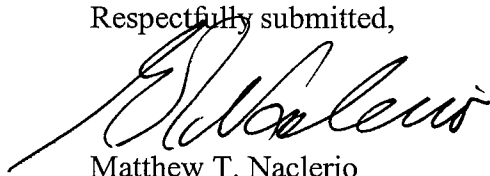
MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

This action does not affect the Municipal Code.

RECOMMENDATION

Award contract in the amount of \$2,968,704, including contingencies, to Gallagher & Burk for the Repair and Resurfacing of Certain Streets, Phase 26, No. P.W. 03-06-08.

Respectfully submitted,



Matthew T. Naclerio
Public Works Director

Prepared by,



Barbara Hawkins *by gc*
City Engineer

MTN:BH:gc

cc: Measure B Watchdog Committee

CITY OF ALAMEDA

MEMORANDUM

Date: June 6, 2006

To: Honorable Mayor and
Councilmembers

From: Debra Kurita
City Manager

Re: Authorizing the Execution of Landscape Maintenance Management Contract for the City of Alameda Island City Landscaping and Lighting District 84-2 - Marina Village

BACKGROUND

The Marina Village development is Zone 6 of the City of Alameda Island City Landscaping and Lighting District 84-2. The developers of Marina Village requested annexation into the 84-2 Assessment District when the project was first constructed to provide enhanced maintenance of the public landscaping improvements.

DISCUSSION

The Marina Village development was designed to maximize the amount of landscaping within the project. To accomplish this, the private and public landscaping areas were placed contiguous to each other. Marina Village Commercial Association currently performs management services for the private landscaped areas within the business park. To provide cost effective management of the public landscaped improvements, staff recommends using the same management agency. In addition, the City's Purchasing Policy provides that for Assessment Districts: "[a]ll other factors being equal, the desires of major property owners guaranteeing the consultant's fee should be given strong consideration in the employment of the consultant." Legacy Partners Commercial, Inc., the major property owner of the Marina Village Business Park, favors having Marina Village Commercial Association as the contractor for this Landscape Maintenance Management contract. A copy of the proposed contract is on file with the City Clerk.

ENVIRONMENTAL COMPLIANCE

The proposed action is exempt from CEQA requirements.

BUDGET CONSIDERATION/FINANCIAL ANALYSIS

The cost of landscape maintenance and management oversight is borne by the property owners within the Assessment District. There is no impact to the General Fund.

Honorable Mayor and
Councilmembers

Page 2
June 6, 2006

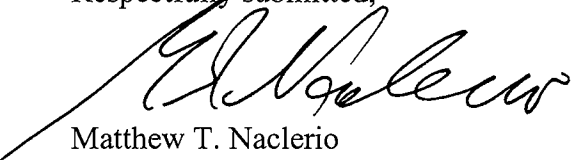
MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

This action does not affect the Municipal Code, nor any established policy documents.

RECOMMENDATION

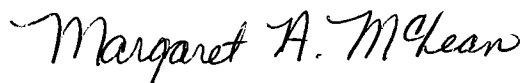
Authorize the City Manager to execute a Landscape Maintenance Management contract for the City of Alameda Island City Landscaping and Lighting District 84-2, Marina Village.

Respectfully submitted,



Matthew T. Naclerio
Public Works Director

Prepared by,



Margaret A. McLean *by gc*
Public Works Coordinator

MTN:MM:gc

Attachment

LANDSCAPE MAINTENANCE MANAGEMENT CONTRACT
FOR
THE CITY OF ALAMEDA ISLAND CITY LANDSCAPING AND
LIGHTING DISTRICT 84-2 - MARINA VILLAGE

This Landscape Maintenance Management Contract for the City of Alameda Island City Landscaping and Lighting District 84-2 - Marina Village (hereinafter "**Landscape Management Contract**") is entered into effective _____, 2006, by and between the City of Alameda, a California Municipal Corporation (hereinafter "**City**"), and Marina Village Commercial Association, a California non-profit mutual benefit corporation (hereinafter "**Contractor**").

RECITALS

This Landscape Maintenance Management Contract is entered into based upon the following facts, circumstances, and understandings:

A. City has the authority and direction from its City Council to enter into a contract with Contractor for performing landscape maintenance management services for the Island City Landscaping and Lighting District 84-2, Zone 6 (hereinafter "**District**").

B. Contractor has performed landscape maintenance management services for the District under prior agreements with the City since the formation of the District in 1986, utilizing its own forces and managing specialist sub-contractors.

C. City's currently adopted Purchasing Policy provides in section V.3 thereof that the Assessment District contractors: "All other factors being equal, the desires of the major property owners guaranteeing the consultant's fee should be given strong consideration in the employment of the consultant." The major property owners in the District, who comprise the major sources of District's funding which pays the contractor's fee, desire that the Marina Village Commercial Association be employed as the Contractor for this Landscaping Maintenance Management Contract. The majority property owners in the District have already made substantial investments in the design and installation of attractive landscaping, entry features, public walkways, public art, parks, roads, and sidewalks on the expectation that said improvements would be maintained at the high level of attractiveness appropriate for a first-class mixed use residential, retail and business and research park and marinas, and said major property owners are confident that Contractor's proven record in maintaining and managing said improvements at said high level of attractiveness would protect and enhance their prior and ongoing investments in said improvements during the term of this Landscaping Maintenance Management Contract.

D. City desires Contractor to perform landscape maintenance management services for the District for the term of this Landscape and Maintenance Management Agreement, and Contractor desires to perform said landscape maintenance management services on the terms and conditions hereof.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties hereto as follows:

1. Areas for Performance of Work. Contractor shall manage the performance of landscape maintenance services in the areas located in the Marina Village Project and shown on the map attached hereto as **Exhibit "A"** and incorporated herein by reference. Single copies of the oversized and color-coded map marked as "Marina Village Parcelization Map" and dated as of April 3, 2006 (the "**Map**" hereinafter) are held in the files of the parties hereto, and a reduced size, non color-coded copy of the Map appears as **Exhibit "A"** attached hereto.

2. Services to Be Performed.

A. Supervision and Administration. Contractor shall perform supervision of all landscaping and hardscape maintenance work performed under this Contract, including quality control of the work performed by outside subcontractors and by its own labor forces, and monitor the timekeeping of its own administrative personnel and landscaping workers for services performed under this Landscape Maintenance Contract. Further, Contractor shall be responsible for management and administration of the work performed and funds expended under this Landscaping Maintenance Contract, including ordering and keeping track of all materials, supplies and equipment used hereunder, keeping financial books and records related to costs and payments for work performed and materials used hereunder, administering any agreements with subcontractors or suppliers hereunder, documenting all items of overscope work as described in Section 2.B.2. herein, and providing insurance documentation and reports required by City.

B. Landscape Maintenance Services.

1. Scope of Work. Contractor shall be responsible for furnishing or obtaining all labor, materials and equipment necessary for providing the landscape maintenance services as detailed in **Exhibit "B"** attached hereto and incorporated herein by reference. Said **Exhibit "B"** shall define the scope of work for this Landscape Maintenance Contract.

2. Overscope Items. Changes to the scope of services shall be made only in writing, which shall expressly describe such changes, and approved by the City. Changes to the scope of services which involve expanded areas of work or require additional personnel or special equipment shall be reflected in adjustments to the compensation due Contractor according to the provisions of Paragraph 5 hereof. From time to time, City may be required to perform Overscope work on behalf of the District. Any costs born by the City for this work will be reimbursed directly from District funds on deposit with the City. Contractor will not be responsible for processing these invoices. Examples of Overscope items are included in **Exhibit "B."**

3. It is not part of the Scope of Work that the Contractor be responsible for determining the condition of the public streets and sidewalks.

C. Authorization to Use Own Forces. In acknowledgment of the efficiencies and quality control that can be achieved by having an in-house trained and supervised work crew on-site

at all times, City hereby agrees that Contractor shall have the right and authorization necessary to perform any or all of the above services for the District using its own personnel when appropriate in its sole discretion, provided that Contractor complies with the bid procedures described in Section 2.E. herein.

D. Authorization to Use Outside Sub-Contractors. Contractor is hereby authorized to use outside subcontractors to perform services as appropriate, provided that Contractor shall be solely responsible for their supervision and payment, that all said subcontractors doing work within the City limits will be required by Contractor to obtain a City of Alameda business license allowing them to do business in the City of Alameda, that said subcontractors shall be required by Contractor to provide City with appropriate insurance coverages pursuant to Paragraph 12.B. herein and to comply with all other applicable terms and conditions of this Landscape Maintenance Contract, and that Contractor complies with the bid procedures described in Section 2.E. herein.

E. Bid Procedures. In recognition that public funds are used in paying for the costs of work furnished under this Landscaping Maintenance Contract, Contractor agrees that it shall comply with the bid procedures in City's currently adopted Purchasing Policy, upon renewal of the existing subcontracts. For sub-contracts in an amount over \$75,000.00 per year, the City's formal bidding process shall be utilized, and the City shall supervise the noticing of requests for bids, the qualification of bidders, and the selection of the lowest qualified bid. For sub-contracts in an amount less than \$75,000.00 per year, informal bids shall be utilized, with documentation thereof furnished to City, which demonstrate that the lowest qualified bidder has been selected. If Contractor desires to use its own forces for landscaping labor and as long as the total annual compensation therefore is less than \$75,000.00 per year, Contractor shall be required to utilize the City's informal bid process to demonstrate that the compensation rate is less or comparable to that bid by other qualified persons or entities for the same work.

3. Term. Subject to and upon the terms and conditions set forth herein, this Landscape Maintenance Contract shall commence on May 15, 2006 and shall continue in full force and effect until December 31, 2008, with two automatic 2 year renewal terms unless a notice to terminate is provided by either party 90 days prior to the contract term in effect unless earlier terminated or extended by the parties hereto, except that the indemnification provisions hereof shall survive the end of the term of this Landscape Maintenance Contract.

4. Termination. Neither party may terminate this Landscape Maintenance Contract prior to the end of the term thereof unless the other party defaults in its performance required hereunder and fails to cure said default within the following time periods: (a) for defaults threatening health and safety or comprising a public nuisance, immediately upon delivery of written notice thereof; and for all other defaults, within thirty (30) days after delivery of written notice of said default. Upon termination, the obligations of City and Contractor shall cease as of thirty (30) days after the other's receipt of written notice of termination, except that the indemnification provisions hereof shall survive the termination of this Landscape Maintenance Contract.

5. Compensation. In consideration of the full and faithful performance of the covenants

and agreements on the part of Contractor to be kept and performed and of the satisfactory performance and completion of the work contemplated and embraced in this Landscape Maintenance Contract and in recognition that Contractor will be paying the monthly costs of sub-contractors, Contractor shall receive compensation determined as follows:

A. City Fiscal Year Ending June 30, 2006. For this time period, Contractor shall be paid an amount equal to the sub-contractors' compensation for the regular scope of work set forth in Exhibit "B" plus a management fee equal to six percent (6%) of such compensation. For services outside the regular scope of work ("Overscope Work"), including but not limited to, costs of tree shaping and pruning, responding to damaged landscaping and hardscape, vandalism, and parts and equipment in the irrigation system, Contractor shall be paid an amount equal to the amount due to sub-contractors plus a management fee equal to six percent (6%) of such compensation.

1. All purchases of materials or sub-contractor services with a cost of over Five Thousand Dollars (\$5,000.00) shall be approved by City prior to purchase, and any special services shall be approved by City by written authorization prior to commencement of work. In the event of an emergency situation, where a delay in action to obtain advance approval would create a hazard to the general public or loss of property, Contractor will initiate the emergency repairs and notify the City on the first working day following the incident.

B. City Fiscal Years Thereafter. City and Contractor shall agree upon an Annual Operating Budget for the services performed hereunder for each Fiscal Year beginning with the Fiscal Year commencing July 1, 2006, by April 1 in advance of said year. Such Budget shall be based upon City costs for utilities and any amounts payable to sub-contractors under continuing subcontracts and upon the amounts payable under any subcontracts let for the performance of the services in accordance with the requirements of this Contract, together with a management fee equal to six percent (6%) of the amount payable under all of such subcontracts.

C. Invoicing and Payment Schedule. Contractor shall invoice the City monthly, including appropriate documentation of work performed and reimbursement for special service and costs advanced on behalf of City, and payment shall be due within thirty (30) days of presentation to City by Contractor for said compensation and reimbursements. Payments due Contractor hereunder shall be made in the same manner that claims of a like character are paid by the City, and moneys to cover checks issued to make said payments shall be taken only from the funds of the City of Alameda Island City Landscaping and Lighting District 84-2 which are held and managed by City. If utilization of the bidding procedures described in Section 2.E. or changes in the scheduled additions of work areas to the scope of work should result in variances from the monthly payment schedule anticipated at the commencement of each year hereunder, the payment schedule shall be adjusted on a quarterly basis.

Contractor will pay the monthly costs to sub-contractors directly, and City will reimburse Contractor's monthly costs provided that Contractor and sub-contractors comply with the terms of this Landscape Maintenance Contract and that costs do not exceed those permitted under this Contract, unless prior authorization was obtained.

D. **Funding Limitations.** Payments to Contractor under this contract are limited to funds collected by the District. Adjustments to the District's annual assessment billed to property owners within the Marina Village Project may be made annually by the City, but any increases in the annual assessment in an amount greater than the current year's CPI will require a majority vote of the owners who will be required to pay the increased assessment.

6. **Designated Representatives.** City and Contractor shall each designate in writing a principal representative for coordination of services performed hereunder. Contractor shall have a supervisor reasonably available to supervise Contractor's staff performing services hereunder.

7. **Guarantees and Warranties.** Contractor warrants that all work performed under this Landscape Maintenance Contract shall be performed in a professional and workmanlike manner commensurate with industry standards in the community and that all services shall be performed by experienced and qualified personnel who are not employed by the City. In performing the agreed-upon services hereunder, Contractor in no way warrants or guarantees that landscaping on the properties receiving maintenance services hereunder, including trees, lawn, and other plantings, will remain healthy and of robust appearance, or that said areas will be free from vandalism or litter. Contractor, however, agrees to use its best efforts to prevent such difficulties.

8. **Indemnification/Hold Harmless.** Contractor shall indemnify, defend, and hold harmless City, its City Council, boards, commissions, officials, and employees ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Contractor's or its subcontractors negligence or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to the Contract. If claims are filed against Indemnitees, which allege negligence on behalf of the Contractor or its subcontractors, Contractor shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Contractor or its subcontractors. However, Contractor shall not be obligated to indemnify an Indemnitees from Claims arising from the sole or active negligence or willful misconduct of the Indemnitees.

9. **Independent Contractor.** City and Contractor intend that the relation between them created by this Landscape Maintenance Contract is that of employer – independent contractor. Contractor, including its employees and/or subcontractors, in performing landscape maintenance services hereunder, is an independent contractor, and under no conditions are persons doing work hereunder to be considered as employees of City. The manner and means of conducting the work are under the control of Contractor, except to the extent that they are limited by statute, rule or regulation and the express terms of this Landscape Maintenance Contract. No civil service status or other right of employment will be acquired by virtue of Contractor's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurances, workers' compensation plans, vacation and sick leave, are available from City to Contractor, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Contractor. Payments of the above items, if required, are the responsibility of Contractor, and

Contractor shall indemnify and hold City harmless from and against any loss, damage, liability, costs or expenses arising therefrom.

10. IRCA. Contractor assumes full responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder in compliance with the Immigration Reform and Control Act of 1986 and rules and regulations promulgated in connection therewith (hereinafter "**IRCA**"). Contractor shall indemnify and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of Contractor with the provisions of IRCA.

11. Assignment. Contractor shall not assign, sublease, hypothecate, or transfer this Landscape Maintenance Contract or any interest therein directly or indirectly, by operation of law or otherwise, without the prior written consent of City, which consent shall not be unreasonably withheld. Any attempt to assign, sublease, hypothecate, or transfer this Landscape Maintenance Contract or any interest therein without City's consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest therein by reason of such attempted assignment, hypothecation or transfer. Any expenses incurred by City in reviewing the documentation of a proposed assignment, sublease, hypothecation, or transfer hereunder shall be reimbursed to City by the respective assignee, sublessee, hypothecate, or transferee. Notwithstanding the foregoing, upon notice to City, Contractor may assigned its interest in this Contract to Marina Village Commercial Association, a California non-profit mutual benefit corporation, whereupon Alameda Real estate Investments, the initial Contractor under this Contract, shall not accrue any further obligations or liabilities under this Contract.

12. Insurance.

A. Coverage to be Maintained by Contractor.

Contractor shall maintain the following insurance coverages at all times during the term of this Landscape Maintenance Contract and for a reasonable time thereafter with an insurance company that is at a rating of A- or better by A.M. Best & Company, and licensed to do insurance business in the State of California.

(1) Workers' Compensation and Employer's Liability Insurance: Contractor shall procure and maintain during the life of this Landscape Maintenance Contract a policy or policies of Workers' Compensation Insurance in conformance with the laws of the State of California and with the laws of the United States, and Employers' Liability Insurance with a minimum coverage of One Million Dollars (\$1,000,000.00), and any and all other coverage of Contractor's employees as required by law; and

(2) Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Landscape Maintenance Contract a policy or policies of Commercial General Liability Insurance for bodily injury and property damage liability, covering all of the operations of Contractor and Contractor's employees, directors, officers, and agents and subcontractors performing landscape maintenance services for the District, in an amount not less

than One Million Dollars (\$1,000,000.00) combined single limit.

B. Coverage to be Maintained by Subcontractors. During the pendency of this Landscape Maintenance Contract, Contractor shall require as a condition of any subcontracting agreement with any person or entity for the performance of work hereunder that the respective subcontractor shall maintain in full force and effect during the life of the respective subcontracting agreement the following: Commercial liability insurance with a minimum coverage of One Million Dollars (\$1,000,000.00); and Workers' Compensation Insurance in conformance with the laws of the State of California and with the laws of the United States, and Employers' Liability Insurance with a minimum coverage of One Million Dollars (\$1,000,000.00). No subcontract work shall commence until the required insurance coverage has been obtained by the subcontractor and verified by Contractor. Contractor shall then immediately notify the City, in writing, of the types and amounts of such insurance.

C. Additional Insureds. Contractor and any subcontractors hereunder shall obtain an endorsement naming the City, its Council, Boards, and Commissions, officers, and employees as additional insureds under all insurance coverages, except Workers' Compensation, required by this Landscape Maintenance Contract. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on such policy or any extension thereof. Any other insurance held by an additional insured, including self-insurance, shall not be required to contribute anything toward any loss or expense covered by the insurance provided by such policy.

D. Subrogation Waiver; Primary Coverage. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide commercial general and automotive liability insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing commercial general and automotive liability insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance.

E. Certificate of Insurance. On or before the commencement of the terms of this Agreement, Contractor shall furnish City with certificates showing the type, amount, effective dates and dates of expiration of insurance coverage in compliance with paragraph 12. Such certificates, which do not limit Contractor's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda by certified mail, "Attention: Risk Manager." Endorsements naming the City as additional insured shall be submitted with the insurance certificates.

F. Failure to Secure. If Contractor at any time during the term hereof should fail to secure or maintain the foregoing insurance, after ten days notice City shall be permitted to obtain such insurance in the Contractor's name or as an agent of the Contractor and shall be compensated by

the Contractor for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

13. Permits, Licenses and Certificates. Contractor, at its sole expense with respect to City, shall obtain and maintain during the term of this Landscape Maintenance Contract all appropriate permits, licenses and certificates that may be required in connection with the performance of services hereunder, including City's business license. Contractor shall require all sub-contractors performing work under this Landscape Maintenance Contract to comply with the terms of this provision, and Contractor shall file with the City copies of current City's business licenses for all sub-contractors.

14. Compliance with Applicable Laws and Regulations. Contractor shall comply with all laws, state or federal, and all ordinances, rules and regulations enacted or issued by City applicable to this Landscape Maintenance Contract.

15. Notices Notices given pursuant to this Landscape Maintenance Contract shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first class, postage prepaid, and addressed as follows:

City: City Manager
City of Alameda City Hall
2263 Santa Clara Avenue
Alameda, California 94501

Contractor: Marina Village Commercial Association
1150 Marina Village Parkway, Suite 100
Alameda, California 94501
Attention: Association Secretary

16. Enforceability. If any term or provision of this Landscape Maintenance Contract, or the application thereof to any person or circumstance shall, to any extent, be in contravention of law or declared void as against public policy, the remainder of this Landscape Maintenance Contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Landscape Maintenance Contract shall be valid and be enforced to the fullest extent permitted by law.

17. Governing Law. This Landscape Maintenance Contract shall be governed by, and construed in accordance with, the laws of the State of California.

18. Entire Agreement; Amendment. This Landscape Maintenance Contract supersedes any prior agreement or verbal or written understanding between Contractor and City with respect to providing landscape maintenance services for the District for the term covered by this Agreement

and constitutes, with respect to the District, the entire understanding between the parties, excluding the prior arrangements and agreements regarding funding for these landscape maintenance services. This Landscape Maintenance Contract may not be changed or amended except by an instrument in writing signed by duly authorized representatives of the parties.

19. Both parties recognize that reimbursement to Contractor for management services will need to be retroactive to February 14, 2006, when Contractor assumed responsibility from Alameda Real Estate Investments.

IN WITNESS WHEREOF, City and Contractor have executed this Landscape Maintenance Contract consisting of nine (9) pages and Exhibits "A" and "B."

MARINA VILLAGE COMMERCIAL
ASSOCIATION,
A California non-profit mutual benefit corporation

By: 
Steve Haver, Association Secretary

CITY OF ALAMEDA
a California Municipal Corporation

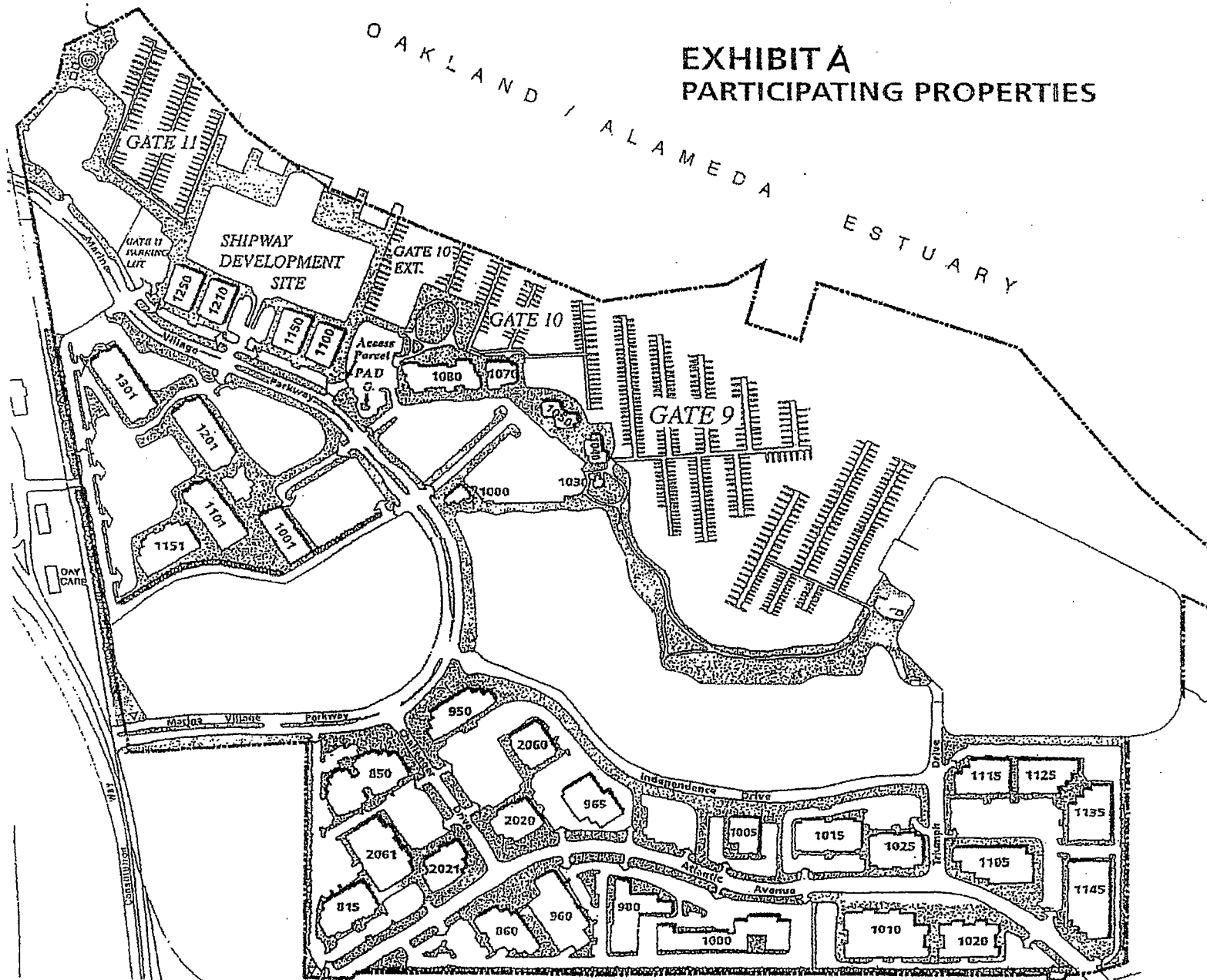
By: _____
Debra Kurita, City Manager

RECOMMENDED FOR APPROVAL:



APPROVED AS TO FORM:

EXHIBIT A PARTICIPATING PROPERTIES



Exclusions from Contractor Responsibilities:

- Asphalt, Sidewalk, Roadway Repairs and Replacement
- Asphalt striping and safety appurtenances & devices
- Signage and traffic lighting installation and repair
- Street and sidewalk safety design

EXHIBIT B

Marina Village Business Park - LLD

Location:

Public Right of Way as outlined on Exhibit A:

Marina Village Parkway
Atlantic Avenue
Independence Drive

Challenger Drive
Triumph Drive

Public Facilities as outlined on Exhibit A:

Linear Park,
Public Bathrooms

Public Access Pathways

Scope of Work:

Included in Monthly Contract:

- Maintenance of lawns: mowing, edging, fertilization, weeding, aerating and dethatching.
- Blowing and clean-up of hardscape including pathways and curbs.
- Maintenance of perennials and annuals, including seasonal replacement
- Maintenance of shrubs and groundcovers: weeding, pruning, fertilization and insect control.
- Tree care including removal of excess growth and routine pruning.
- Irrigation: monitoring, adjustingment, repair and replacement of broken irrigation lines and sprinkler heads.
- Daily removal of all trash, debris and graffiti.
- Maintenance of all signage and flags, including repair and replacement.
- Management of sub-contractors
- Janitorial Services (bathrooms)

One Time or Special Project Expenses, Excluded from Monthly Contract (Overscope):

- Major renovation of lawn.
- Pruning and shaping of trees above 12 feet in height
- Tree removal and replacement
- Repairs to vandalized irrigation, landscape and hardscape
- Major irrigation repairs (broken main lines or under hardscape) and retrofitting.
- Repairs, removals and replacements required due to acts of God, including earthquake, fire, flooding or frost.
- Hardscape repairs.
- Major renovations of shrub areas.

Exhibit B, page 2

CITY OF ALAMEDA

MEMORANDUM

Date: June 6, 2006

To: Honorable Mayor and
Councilmembers

From: Debra Kurita
City Manager

Re: Recommendation to Appropriate \$155,300 in Urban Runoff Funds and Award a Contract in the Amount of \$643,779, Including Contingencies, to Ghilotti Brothers for the Fernside Boulevard Pedestrian Access Improvements Near Lincoln Middle School (Safe Routes to School), No. P.W. 11-02-1

BACKGROUND

On May 3, 2006, the City Council rejected bids, adopted amended plans and specifications and authorized a call for bids for the Fernside Boulevard Pedestrian Access Improvements Near Lincoln Middle School, No. P.W. 11-02-15. The original bids were rejected due to changes in Caltrans' Disadvantaged Business Enterprise (DBE) requirements. Since that time, staff has been in direct contact with Caltrans regarding the DBE requirements, amended the specifications to be consistent with the new DBE requirements, and received Caltrans' authorization to award the contract.

The project, which is funded in part through a Safe Routes to School Program grant for \$331,663, will improve pedestrian and bicycle access in the vicinity of Lincoln Middle School. The design replaces the existing flexible orange traffic delineators that reduce the street width from two lanes to one lane in each direction with 3½ to 6-foot wide landscaped planters of various lengths. The planters will be 18-inches from, and approximately 4-inches higher than the existing curb to allow for adequate grades and drainage. Monolithic curb extensions will not be constructed. In addition, the project will include: 1) installation of in-pavement crosswalk lights at the school crosswalk across Fernside Boulevard at San Jose Avenue, 2) provision of bike lanes from Encinal Avenue to Washington Street, 3) elimination of the existing free right turn and concrete median and relocate the traffic signal and joint utility pole at the southwest corner of the Fernside Boulevard/Encinal Avenue intersection to allow for U-turns from Fernside Boulevard, and 4) resurfacing of Fernside Boulevard from Encinal Avenue to Washington Street.

DISCUSSION

To solicit the maximum number of bids and the most competitive price, specifications were provided to 18 separate building exchanges throughout the Bay Area. In addition, a notice of bid was published in the *Alameda Journal*. The City also provided complementary copies of the updated plans and specifications to the four original bidders. Bids were opened on May 16, 2006.

Report 4-G
6-6-06

Honorable Mayor and
Councilmembers

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June 6, 2006

Bidders from lowest to highest for total project cost is as follows:

Bidder	Location	Bid Amount
Ghilotti Brothers	San Rafael	\$585,253.50
Vanguard Construction	Oakland	\$600,331.00
JA Gonsalves & Sons, Inc.	Napa	\$605,541.00

Staff recommends that the contract be awarded to Ghilotti Brothers for a price of \$643,779, including a 10% contingency. The total cost for the project including public meetings, design, construction, contract administration, inspection and material testing is estimated at \$863,000. A copy of the contract is on file in the City Clerk's Office.

BUDGET CONSIDERATION/FINANCIAL ANALYSIS

The project is budgeted as CIP# 02-98, with \$331,663 available from a Safe Route to School Program grant, \$156,851 available from Measure B and \$219,186 from the City's Transportation Development Act (TDA), Article 3, allocations administered by the Metropolitan Transportation Commission (MTC). The additional \$155,300 required to fully fund the project is available from the Urban Runoff Fund (Fund 351).

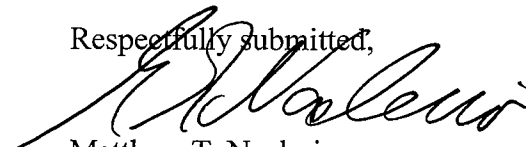
MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

This action does not affect the Municipal Code.

RECOMMENDATION

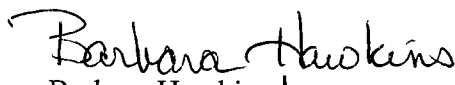
Appropriate \$155,300 in Urban Runoff Funds and award a contract in the amount of \$643,779, including contingency, to Ghilotti Brothers for the Fernside Boulevard Pedestrian Access Improvements Near Lincoln Middle School (Safe Routes to School), No. P.W. 11-02-15

Respectfully submitted,



Matthew T. Naclerio
Public Works Director

Prepared by,



Barbara Hawkins by gc
City Engineer

MTN:BH:gc

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CITY OF ALAMEDA

MEMORANDUM

Date: June 6, 2006

To: Honorable Mayor and
Councilmembers

From: Debra Kurita
Acting City Manager

Re: Approval to Set a Public Hearing for Delinquent Integrated Waste Management Charges

BACKGROUND

In accordance with Chapter XXI, Solid Waste and Recycling, of the Alameda Municipal Code (AMC) and the Franchise Agreement between the City of Alameda and Alameda County Industries (ACI), ACI may assign delinquent integrated waste management (IWM) accounts to the City for collection through the property tax. Prior to assigning their rights to the City, ACI is obligated to make at least four attempts to collect the delinquent accounts. The City Council is required to hold a public hearing prior to collecting through the property tax bills.

DISCUSSION

On April 24, 2006, ACI assigned a list of 52 delinquent IWM accounts, with an unpaid balance of \$25,133.06 (excluding penalties, interest and City fees), to the City for collection. In accordance with the AMC, the City may send a letter to each assigned account requesting payment, and if not promptly received, the City may consider collecting delinquent accounts by means of the property tax bills at a noticed Public Hearing. Staff recommends that the public hearing to consider the collection of delinquent accounts by means of the property tax bills be set for June 20, 2006. The City is obligated to pay ACI for all delinquent accounts. Accounts that remain delinquent and are not approved for collection through the property tax bills are considered "bad debt" and will be included in the next rate review (commencing 2007), potentially resulting in an increase in the rates.

BUDGET CONSIDERATION/FINANCIAL ANALYSIS

The City receives a 10% franchise fee from ACI which is revenue for the General Fund. Unpaid IWM fees, therefore, result in a loss in General Fund revenues.

MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

The City's Integrated Waste Management Program is consistent with the General Plan Health & Safety Element Guiding Policy 8.4.k.

Report 4-H
6-6-06

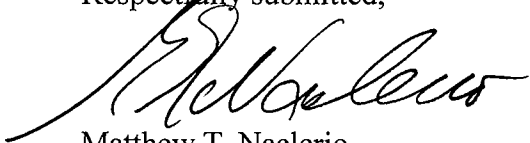
Honorable Mayor and
Councilmembers

Page 2
June 6, 2006

RECOMMENDATION

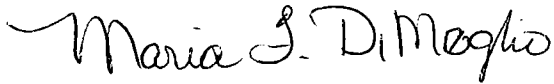
Set a Public Hearing for delinquent integrated waste management charges for June 20, 2006.

Respectfully submitted,



Matthew T. Naclerio
Public Works Director

Prepared by,



Maria F. DiMeglio by gc
Program Specialist II

MTN:MFD:gc

cc: Louie Pellegrini, ACI

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CITY OF ALAMEDA

MEMORANDUM

Date: June 6, 2006

To: Honorable Mayor and
Councilmembers

From: Debra Kurita
City Manager

Re: Recommendation to Adopt Two Resolutions Authorizing

- the Filing of an Application for Federal Congestion Mitigation and Air Quality Improvement Program Funding for Electric Fleet Vehicles and Charging Stations and Committing the Necessary Non-Federal Match for the Project and Stating the Assurance of the City of Alameda to Complete the Project, and
- the Filing of an Application for Federal Congestion Mitigation and Air Quality Improvement Program Funding for Otis Drive/Doolittle Drive/Island Drive Signal Coordination and Committing the Necessary Non-Federal Match for the Project and Stating the Assurance of the City of Alameda to Complete the Project

BACKGROUND

The City of Alameda receives an annual allocation from the Transportation Fund for Clean Air Program Manager Fund (TFCA) to implement projects that will reduce air emissions in accordance with minimum thresholds established by the Bay Area Air Quality Management District (BAAQMD). Many local agencies, including Alameda, have had difficulty meeting these minimum thresholds and as a result have been unable to spend their TFCA allocations. Alameda currently has an accumulated fund balance of approximately \$300,000 in TFCA monies. To facilitate use of these funds, the Congestion Management Agency (CMA), which administers the funds, has worked AC Transit to exchange TFCA monies with federal Congestion Mitigation Air Quality (CMAQ) funds, which have a lower air emission reduction threshold.

DISCUSSION

In response to the CMA's Request for Information (RFI) for CMAQ funding, staff submitted a preliminary application for the following two projects:

1. Electric Fleet Vehicles and Charging Stations: The City requests the purchasing of four all electric vehicles and the installation of four charging stations for the vehicles. The vehicles would be for use by City staff for travel in the City. The vehicles would require a standard electrical outlet for charging. While these vehicles are not made for freeway driving, they are appropriate for travel within Alameda and on local streets. All electric vehicles have zero emissions. In addition, since electricity from Alameda Power & Telecom is generated primarily from renewable resources, the emissions from these vehicles will be minimal.

**Re: Resos 4-I
6-6-06**

2. Otis Drive/Doolittle Drive/Island Drive Signal Coordination: This project will complete the coordination of signals in this key corridor through Alameda. Completion of this project will reduce emissions by minimizing delay caused by traffic congestion and improve traffic flow through the City.

Before the City can access the CMAQ funds, the projects must be included in the federal Transportation Improvement Program (TIP). The CMA is prepared to submit the proposed CMAQ projects for inclusion in the TIP, however, Council is first required to adopt a resolution authorizing the application for these funds and the commitment of the matching funds. Once Council has adopted the resolutions, the CMA will recommend the projects for inclusion in the TIP and funds will be available during the federal fiscal year 2006/2007, which begins October 1, 2006.

BUDGET CONSIDERATION/FINANCIAL IMPACT

In order to use CMAQ funds, a local match of 11.5% is required. The cost for the electric vehicles and charging stations is estimated at \$112,000, requiring a local match of \$13,000, which will be funded \$10,000 from the Vehicle Replacement Fund and \$3,000 from the General Fund. The cost for the signal coordination project is estimated at \$67,000, requiring a local match of \$8,000, which will be funded from Measure B. The total CMAQ allocation will be \$158,000.

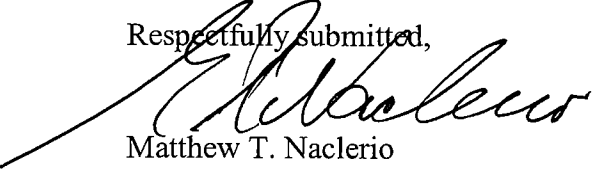
MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

This action does not affect the Municipal Code.

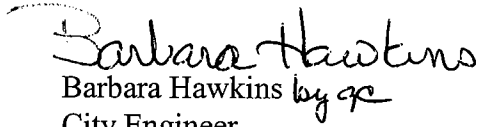
RECOMMENDATION

- Adopt a Resolution Authorizing the Filing of an Application for Federal Congestion Mitigation and Air Quality Improvement Program Funding for Electric Fleet Vehicles and Charging Stations and Committing the Necessary Non-Federal Match for the Project and Stating the Assurance of the City of Alameda to Complete the Project, and
- Adopt a Resolution Authorizing the Filing of an Application for Federal Congestion Mitigation and Air Quality Improvement Program Funding for Otis Drive/Doolittle Drive/Island Drive Signal Coordination and Committing the Necessary Non-Federal Match for the Project and Stating the Assurance of the City of Alameda to Complete the Project.

Respectfully submitted,


Matthew T. Naclerio
Public Works Director

Prepared by,


Barbara Hawkins by *ge*
City Engineer

MTN:BH:gc

cc: Measure B Watchdog Committee

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Approved as to Form
Doreen L. Negroni
CITY ATTORNEY

City of Alameda Resolution No. _____

Third Cycle STP/CMAQ/TE Program

AUTHORIZING THE FILING OF AN APPLICATION FOR FEDERAL CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT PROGRAM FUNDING FOR ELECTRIC FLEET VEHICLES AND CHARGING STATIONS, COMMITTING THE NECESSARY NON-FEDERAL MATCH FOR THE PROJECT AND STATING THE ASSURANCE OF THE CITY OF ALAMEDA TO COMPLETE THE PROJECT

WHEREAS, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA) (Public Law 109-59, August 10, 2005) continues the Surface Transportation Program (23 U.S.C. § 133 and the Congestion Mitigation and Air Quality Improvement Program (CMAQ) (23 U.S.C. § 149); and

WHEREAS, the SAFETEA legislation will guide STP, CMAQ, and TE programming until a SAFETEA bill is authorized; and

WHEREAS, pursuant to SAFETEA, and the regulations promulgated thereunder, eligible project sponsors wishing to receive Surface Transportation Program or Congestion Mitigation and Air Quality Improvement Program grants for a project shall submit an application first with the appropriate metropolitan transportation planning organization (MPO), for review and inclusion in the MPO's Transportation Improvement Program (TIP); and

WHEREAS, the Metropolitan Transportation Commission is the MPO for the San Francisco Bay region; and

WHEREAS, the City of Alameda is an eligible project sponsor for Surface Transportation Program or Congestion Mitigation and Air Quality Improvement Program funds; and

WHEREAS, the City of Alameda wishes to submit an application to MTC for funds from the Congestion Mitigation and Air Quality Improvement Program in fiscal years 2006-07 for the following project:

Rather than replacing existing City vehicles with other internal combustion energy vehicles, the City would like to purchase electric vehicles for local use by City staff. While these vehicles do not operate at freeway speeds, they are appropriate for use on local streets. Four charging stations (using standard outlets) would be installed at locations to be identified.

WHEREAS, MTC requires, as part of the application, a resolution stating the following:

Resolution # 4-I CC
6-6-06

- 1) the commitment of necessary local matching funds of at least 11.47%; and
- 2) that the sponsor understands that the Surface Transportation Program and Congestion Mitigation and Air Quality Improvement Program funding is fixed at the programmed amount, and therefore any cost increase cannot be expected to be funded with Surface Transportation Program or Congestion Mitigation and Air Quality Improvement Program funds; and
- 3) the assurance of the sponsor to complete the project as described in the application, and if approved, as programmed in MTC's TIP; and
- 4) that the sponsor understands that funds must be obligated by May 31 of the year that the project is programmed for in the TIP, or the project may be removed from the program.

NOW, THEREFORE, BE IT RESOLVED by City Council of the City of Alameda that the City Manager of the City of Alameda is authorized to execute and file an application for funding under the Congestion Mitigation and Air Quality Improvement Program of SAFETEA in the amount of (\$99,000) for replacing existing City vehicles with other internal combustion energy vehicles, the City would like to purchase electric vehicles for local use by City staff. While these vehicles do not operate at freeway speeds, they are appropriate for use on local streets. Four charging stations (using standard outlets) would be installed at locations to be identified.

BE IT FURTHER RESOLVED that City Council of the City of Alameda by adopting this resolution does hereby state that:

- 1) The City of Alameda will provide (\$13,000) in non-federal matching funds; and
- 2) The City of Alameda understands that the Surface Transportation Program and Congestion Mitigation and Air Quality Improvement Program funding for the project is fixed at (\$99,000), and that any cost increases must be funded by the City of Alameda from local matching funds, and that the City of Alameda does not expect any cost increases to be funded with Surface Transportation Program or Congestion Mitigation and Air Quality Improvement Program funds; and
- 3) Electric fleet vehicles and charging stations will be built as described in this resolution and, if approved, for the amount shown in the Metropolitan Transportation Commission (MTC) Transportation Improvement Program (TIP) with obligation occurring within the timeframe established below; and
- 4) The program funds are expected to be obligated by May 31 of the year the project is programmed for in the TIP.

BE IT FURTHER RESOLVED that the City of Alameda is an eligible sponsor of projects in the Congestion Mitigation and Air Quality Improvement Program.

BE IT FURTHER RESOLVED that the City of Alameda is authorized to submit an application for Congestion Mitigation and Air Quality Improvement Program funds for Electric fleet vehicles and charging stations.

BE IT FURTHER RESOLVED that there is no legal impediment to the City of Alameda making applications for Congestion Mitigation and Air Quality Improvement Program funds.

BE IT FURTHER RESOLVED that there is no pending or threatened litigation which might in any way adversely affect the proposed project, or the ability of the City of Alameda to deliver such project.

BE IT FURTHER RESOLVED that a copy of this resolution will be transmitted to the MTC in conjunction with the filing of the application.

BE IT FURTHER RESOLVED that the MTC is requested to support the application for the project described in the resolution and to program the project, if approved, in MTC's TIP.

* * * * *

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the _____ day of _____, 2006, by the following vote to wit:

AYES

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the seal of said City this ____ day of _____, 2006.

Lara Weisiger, City Clerk
City of Alameda

City of Alameda Resolution No. _____

Third Cycle STP/CMAQ/TE Program

AUTHORIZING THE FILING OF AN APPLICATION FOR FEDERAL CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT PROGRAM FUNDING FOR OTIS DRIVE/DOOLITTLE DRIVE/ISLAND DRIVE SIGNAL COORDINATION AND COMMITTING THE NECESSARY NON-FEDERAL MATCH FOR THE PROJECT AND STATING THE ASSURANCE OF THE CITY OF ALAMEDA TO COMPLETE THE PROJECT

WHEREAS, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA) (Public Law 109-59, August 10, 2005) continues the Surface Transportation Program (23 U.S.C. § 133 and the Congestion Mitigation and Air Quality Improvement Program (CMAQ) (23 U.S.C. § 149); and

WHEREAS, the SAFETEA legislation will guide STP, CMAQ, and TE programming until a SAFETEA bill is authorized; and

WHEREAS, pursuant to SAFETEA, and the regulations promulgated thereunder, eligible project sponsors wishing to receive Surface Transportation Program or Congestion Mitigation and Air Quality Improvement Program grants for a project shall submit an application first with the appropriate metropolitan transportation planning organization (MPO), for review and inclusion in the MPO's Transportation Improvement Program (TIP); and

WHEREAS, the Metropolitan Transportation Commission is the MPO for the San Francisco Bay region; and

WHEREAS, the City of Alameda is an eligible project sponsor for Surface Transportation Program or Congestion Mitigation and Air Quality Improvement Program funds; and

WHEREAS, the City of Alameda wishes to submit an application to MTC for funds from the Congestion Mitigation and Air Quality Improvement Program in fiscal years 2006-07 for the following project:

Signal coordination currently exists between the intersections at Robert Davey Jr. Drive/Packet Landing Road and Robert Davey Jr./Island Drive during the AM peak hour in both the eastbound and westbound directions. Signal coordination needs to be completed between Island Drive/Doolittle Drive and Island Drive/Robert Davey Jr. Drive in both the northbound and southbound directions, as well as between High Street/Otis Drive and Fernside Blvd./Otis Drive in both the eastbound and westbound directions. A new controller is required at Island Drive/Doolittle Drive, but an existing interconnect cable can be used. A new controller is also required at Otis Drive/Fernside Blvd. A new

Approved as to Form

William J. Hegarty

CITY ATTORNEY

cable will have to connect the new controller to the controller at Otis Drive/High Street, and new signal timing will be required for activation; and

WHEREAS, MTC requires, as part of the application, a resolution stating the following:

- 1) the commitment of necessary local matching funds of at least 11.47%; and
- 2) that the sponsor understands that the Surface Transportation Program and Congestion Mitigation and Air Quality Improvement Program funding is fixed at the programmed amount, and therefore any cost increase cannot be expected to be funded with Surface Transportation Program or Congestion Mitigation and Air Quality Improvement Program funds; and
- 3) the assurance of the sponsor to complete the project as described in the application, and if approved, as programmed in MTC's TIP; and
- 4) that the sponsor understands that funds must be obligated by May 31 of the year that the project is programmed for in the TIP, or the project may be removed from the program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alameda authorizes the City Manager of the City of Alameda to execute and file an application for funding under the Congestion Mitigation and Air Quality Improvement Program of SAFETEA in the amount of (\$59,000) for Otis Drive/Doolittle Drive/Island Drive Signal Coordination.

BE IT FURTHER RESOLVED that City Council of the City of Alameda by adopting this resolution does hereby state that:

- 1) The City of Alameda will provide (\$8,000) in non-federal matching funds; and
- 2) The City of Alameda understands that the Surface Transportation Program and Congestion Mitigation and Air Quality Improvement Program funding for the project is fixed at (\$59,000), and that any cost increases must be funded by the City of Alameda from local matching funds, and that City of Alameda does not expect any cost increases to be funded with Surface Transportation Program or Congestion Mitigation and Air Quality Improvement Program funds; and
- 3) Otis Drive/Doolittle Drive/Island Drive Signal Coordination Project will be built as described in this resolution and, if approved, for the amount shown in the Metropolitan Transportation Commission (MTC) Transportation Improvement Program (TIP) with obligation occurring within the timeframe established below; and
- 4) The program funds are expected to be obligated by May 31 of the year the project is programmed for in the TIP.

BE IT FURTHER RESOLVED that the City of Alameda is an eligible sponsor of projects in the Congestion Mitigation and Air Quality Improvement Program.

BE IT FURTHER RESOLVED that the City of Alameda is authorized to submit an application for Congestion Mitigation and Air Quality Improvement Program funds for Otis Drive/Doolittle Drive/Island Drive Signal Coordination Project.

BE IT FURTHER RESOLVED that there is no legal impediment to the City of Alameda making applications for Congestion Mitigation and Air Quality Improvement Program funds.

BE IT FURTHER RESOLVED that there is no pending or threatened litigation which might in any way adversely affect the proposed project, or the ability of City of Alameda to deliver such project.

BE IT FURTHER RESOLVED that a copy of this resolution will be transmitted to the MTC in conjunction with the filing of the application.

BE IT FURTHER RESOLVED that the MTC is requested to support the application for the project described in the resolution and to program the project, if approved, in MTC's TIP.

* * * * *

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the _____ day of _____, 2006, by the following vote to wit:

AYES

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the seal of said City this ____ day of _____, 2006.

Lara Weisiger, City Clerk
City of Alameda

CITY OF ALAMEDA

Memorandum

To: Honorable Mayor and
Members of the City Council

From: Debra Kurita
City Manager

Date: June 6, 2006

Re: Public Hearing and Adoption of Resolution Confirming the Business
Improvement Area Report for FY 2006-07 and Levying an Annual
Assessment on the Alameda Business Improvement Area of the City of
Alameda for FY 2006-07

BACKGROUND

The Business Improvement Area (BIA) was established in 1989. Fees, based on sales volume, are collected within two Benefits Areas, "A" and "B," with "A" businesses paying slightly higher rates because of their proximity to the retail core. While the basic rate structure for retail and service business in both Benefit Areas has remained the same since inception, some fees do increase annually based on rises in the Consumer Price Index (CPI) for the San Francisco Area. CPI increased fees include: 1) the flat fee assessed non-retail, 2) the fee paid by financial institutions, and 3) the maximum charge in all categories. The City's Finance Department projects no significant BIA revenue increase this coming fiscal year after applying the CPI increase of 2.6 percent.

On May 16, 2006, City Council accepted reports (Attachments A, B and C) regarding proposed FY 2006-07 Business Improvement Area (BIA) assessments and activities, and Council adopted a Resolution of Intention (Attachment D) to Levy an Annual Assessment for FY 2006-07. The Resolution set a public hearing for June 6, 2006 to consider adoption of a Resolution confirming the reports and levying an annual assessment.

DISCUSSION

The Park Street Business Association (PSBA) and West Alameda Business Association (WABA) included affected parties in the process of adopting the proposed activities and budget by holding meetings, which were announced through business association invitations, newsletters and/or personal contact. These efforts led to the approval of the PSBA and WABA BIA budgets by the members in attendance at these meetings.

Notice of the Public Hearing was advertised in a newspaper of general circulation seven days prior to the hearing. The public hearing will give affected parties a final opportunity to

**Re: Public Hearing 5-A
6-6-06**

comment on the proposed assessment. During or following the public hearing, Council may order changes in the report, including changes in the proposed activities, boundaries or benefit areas. After the hearing, the Council may adopt the Resolution confirming the report as originally filed or as changed. Adoption of the Resolution will constitute the levy of the assessment for FY 2006-07.

MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

A.M.C. Sec. 6-7 et seq. Also, the renewal of the BIA for another year supports both the goals of the Economic Development Strategic Plan and the Downtown Vision through continued operation of the two business associations.

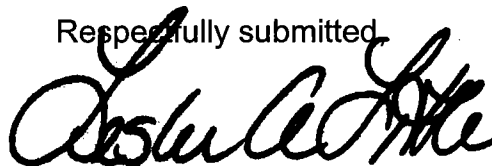
BUDGET CONSIDERATION/FISCAL IMPACT

There is an impact on the General Fund in the form of staff costs for the Finance Department to process BIA billing and track expenditures. Finance Department costs are included in the department's annual budget. BIA billing is done concurrently with business license billing. Revenues from the BIA directly benefit business owners in specified geographic and benefit zones through the promotion of business and similar eligible activities.

RECOMMENDATION

The City Manager recommends that the City Council hold a public hearing and consider the adoption of Resolution confirming the Business Improvement Area Report for FY 2006-07 and levying an annual assessment on the Alameda Business Improvement Area of the City of Alameda for FY 2006-07.

Respectfully submitted,



Leslie A. Little
Development Services Director

By: Dorene E. Soto
Manager, Business Development Division



Sue G. Russell
Development Coordinator

Honorable Mayor and
Members of the City Council

June 6, 2006
Page 3 of 3

Attachments

cc: Economic Development Commission
 Park Street Business Association
 West Alameda Business Association



ATTACHMENT A

April 18, 2006

Sue Russell
Management Analyst
Economic Development Division
950 West Mall Square, Room 215
Alameda, CA 94501

Dear Ms. Russell:

As President of the Park Street Business Association, I am pleased to submit the attached BIA Report and accompanying 2006/2007 budget for our Association.

We do not anticipate any changes in the BIA for 2006/2007. We have provided a description of the activities PSBA is proposing for the upcoming year and the associated line item budget.

This proposed budget was approved by the PSBA Board of Directors in a phone poll conducted this week and will be confirmed at the May 31, 2006 meeting. Based on revenue received to date, we anticipate 06/07BIA revenue of \$81,350 and a carryover of \$9,000 resulting from cost containment by PSBA. This brings our 06/07 BIA budget to \$90,350.

We would be glad to answer any questions you have regarding the attached material.

Sincerely,

Lars Hansson
President
Park Street Business Association

PARK STREET BUSINESS ASSOCIATION

2447 Santa Clara Ave., #302, Alameda, CA 94501

PROPOSED ASSESSMENT FOR BUSINESS IMPROVEMENT AREA FISCAL YEAR 2006/2007

INTRODUCTION:

The Park Street Business Association (PSBA) is recommending a BIA budget of \$90,350 for the Park Street Business District for fiscal year 2006/2007. This recommendation is based on the estimate of the income derived from the BIA assessment in fiscal 05/06 as well as a carryover from the 05/06 budget. The formulas, budgets, and proposed activities are the result of monthly Board of Director and committee meetings between December, 2005, and April, 2006.

BUDGET:

The BIA is one of four sources of funding for the activities proposed in this report. The other three sources are funds raised by the Park Street Business Association, reimbursement from the Landscape and Lighting Budget, and a proposed grant we will be seeking from the Development Services Department. PSBA will continue its current activities, as well as implement new ones, that are in line with the California Main Street Four-Point plan for revitalizing Main Street Cities.

BOUNDARIES:

We are not proposing any changes this year.

ACTIVITIES:

Attached is a summary of the proposed activities for the fiscal year 2006/2007. These activities are designed to improve the pedestrian friendly look of the Park Street District, improve the vitality of the District in order to increase sales and sales tax revenues, promote members' businesses, attract new businesses to the District and increase the overall business atmosphere in the Park Street District. Several projects are continuations from the 2005/2006 fiscal year.

PARK STREET BUSINESS ASSOCIATION

2006/07 Membership Committee Work Plan Outline

1. **Conduct Meetings**
 - a. Mixers
 - b. Special Election Meeting (October)
 - c. Informational Meetings at half of the meetings
 - d. Holiday Party
2. **Awards**
 - a. Continue current awards program (recognizing PSBA members and city staff)
3. **Welcome New Members**
 - a. Update New Member Packet
 - b. Recruit ambassadors to greet new members
 - c. Greet new members to the District with packets as they move into their business
4. **Newsletter**
 - a. Continue mailing newsletter every month
 - b. Update mailing list

2006/07 Design Committee Work Plan Outline

1. **Design Guidelines**
 - a. Determine acceptable and not acceptable design criteria
 - b. Write Guidelines
 - c. Submit to PSBA Board for Approval
 - d. Work with City Staff to have new ordinances presented to City Council
2. **Streetscape Phase II**
 - a. Work with City staff to plan Phase II
 - b. Implement Phase II in the spring of 2007
3. **Sign Ordinance**
 - a. Work with City Staff to ensure enforcement
4. **News Rack Ordinance**
 - a. Work with City Staff to ensure enforcement
5. **Promote Façade Grant Program**
 - a. Newsletter articles
 - b. Outreach by Committee

PARK STREET BUSINESS ASSOCIATION

2006/07 Econ-Revi Committee Work Plan Outline

1. **Assist with Business Recruitment**
 - a. Identify empty storefronts
 - b. Work with City Staff and contract staff to promote the District as a positive business destination
2. **Ordinances**
 - a. Vacant Buildings – begin discussions with City Staff to beef up ordinance
 - b. Parking overlay to exempt developers in the District from in lieu parking fees.
3. **Maintenance**

Continue current level of service – 7 days a week

2006/07 Promotions Committee Work Plan Outline

1. **Continue Special Events**
 - a. Spring Festival (mother's day weekend)
 - b. Art & Wine Faire (last weekend of July)
 - c. Classic Car Show (2nd Saturday in October)
2. **Promotions**
 - a. Shopping Guide produced once a year
 - b. Continue to upgrade and update our Web Site
3. **Print Advertising**
 - a. Continue Best of Alameda PSBA pages
 - b. Continue Holiday campaign
 - c. Continue Alameda/Oakland Magazines campaign
4. **Cable Advertising**
 - a. Continue ads for special events
 - b. Continue ads for Holiday Program
5. **Holiday Promotions**
 - a. Cable ads two weeks prior to Christmas
 - b. Free parking all weekends after Thanksgiving
 - c. Continue print ads in Chronicle, Journal, Sun, Alameda and Oakland Magazines

METHOD AND BASIS OF LEVYING ASSESSMENT

Budget: See Exhibit A

CONCLUSION

PSBA would like to thank the Alameda City Council, City Attorney, Community Development, Public Works and Finance Departments for their assistance in implementing the BIA. The increased participation from the business community and the continued quality of projects has shown the BIA is a valuable tool in our continuing efforts to revitalize the Park Street Historic Business District.

Exhibit A

Park Street Business Association 2006/2007 BIA Budget Submission

INCOME:

BIA Projection	\$81,350
Accumulated Carryover	<u>\$9,000</u>
Total Income:	\$90,350

EXPENSES:

Personnel Services

Staff Benefits	\$25,000
Worker's Comp	\$17,300
Payroll Taxes	<u>\$13,650</u>
Sub Total	\$55,950

Membership Services

Meetings/Training	\$2,500
Supplies	\$2,000
Printing	\$500
Postage	<u>\$2,800</u>
Sub Total	\$7,800

Indirect/Overhead

Accounting/Audit	\$8,000
Rent	\$12,000
Utilities	\$1,600
Insurance	<u>\$5,000</u>
Sub Total	\$26,600

Total Expenses	\$90,350
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WEST ALAMEDA BUSINESS ASSOCIATION

PO Box 215, Alameda, CA 94501
(510) 523-5955 west_alameda@yahoo.com
www.WestAlamedaBusiness.com

PROPOSED ASSESSMENT FOR THE WEST ALAMEDA BUSINESS IMPROVEMENT AREA FISCAL YEAR JULY 1, 2006 - JUNE 30, 2007

INTRODUCTION

The West Alameda Business Association (WABA) is recommending the following assessment for the Webster Street Business District for fiscal year (FY) 2006-2007. The formulas, budgets and proposed activities are the result of various Board and Committee meetings. The Business Improvement Area (BIA) Budget was presented for adoption at the Board of Directors meeting April 19, 2006.

PROPOSED CHANGES

WABA is not recommending any changes to the Business Improvement Area.

ACTIVITIES

The following is a summary of proposed activities for the fiscal year 2006-2007. These activities have been discussed at various Board and committee meetings. WABA's mission is to use these activities to increase the vitality of Webster Street and West Alameda and preserve Webster Street's historic character. We seek to generate more foot traffic, increase sales and sales tax, promote members' businesses and increase the public goodwill and atmosphere in West Alameda.

The BIA is the source of funding for these activities. WABA will continue its current activities and implement others that follow the Main Street Four-Point Approach established by the National Trust for Historic Preservation.

It is estimated that there will be no carry forward from the 2005-2006 budget.

The estimated BIA revenue for 2006-2007 is \$32,000.

The following are activities proposed for 2006-2007. Several projects are continuations from previous fiscal years.

ECONOMIC RESTRUCTURING

- Facilitate development of high-potential properties
- Work with the City to attract appropriate businesses
- Monitor the impact of new and re-use housing projects
- Determine the potential for eco-tourism as a West Alameda business opportunity
- Investigate sources of entertainment as a business opportunity for West Alameda
- Work with the City and others to implement the Strategic Economic Development Plan, including parking plan, catalyst project and business attraction strategies
- Continue business retention activities

DESIGN

- Identify projects for facade improvements
- Develop beautification program
- Continue helping members with the Storefront Assistance Program
- Build broad-based community support for ongoing projects
- Work with City to implement recent changes to sign ordinance
- Finish implementing the newsrack district
- Fulfill public art requirements
- Work with the City in accomplishing Phase II of the Webster Renaissance Project

SPECIAL EVENTS

- Participate in July 4th events
- Produce advertising for the Association and businesses
- Produce year-round Farmers' Market
- Produce Thursday night Farmers' Market during summer months
- Produce Concerts at the Cove
- Produce Webster Street Wine and Dine Nights
- Produce annual Halloween event
- Produce 5th annual Peanut Butter Jam
- Produce holiday bazaar and visit from Santa

PUBLIC RELATIONS

- Generate increased favorable publicity about West Alameda
- Maintain contacts with key media representatives
- Update and distribute marketing literature promoting West Alameda businesses

- Continue implementing strategic marketing plan, including branding strategy, website, weekly columns and calendar of events, cooperative advertising program and business attraction strategy

ORGANIZATION

- Manage the administrative activities of the organization
- Expand community and business participation with WABA
- Develop and implement a fundraising plan, including Community Benefit District
- Organize and host business and community events for members
- Conduct annual self-evaluation of Board members and staff
- Produce and distribute WABA newsletter
- Recruit members from outside the BIA and among residents
- Distribute information door-to-door
- Involve important neighbors e. g. College of Alameda, Marina Village, Alameda Point in WABA's activities
- Implement enhanced volunteer program, including recruitment, volunteer appreciation activities and training
- Continue implementing enhanced maintenance program, including clean-up events, keeping up appearances awards and collaboration with City maintenance staff to resolve issues such as illegal dumping , littering and public health hazards

METHOD & BASIS OF LEVYING ASSESSMENT

Budget, see Exhibit A

Assessment, see Attachment C

CONCLUSION

WABA would like to thank the Alameda City Council, City Attorney, Development Services, Public Works, Planning and Finance Departments for their assistance in implementing the BIA. Please visit the WABA website, www.westalamedabusiness.com, to see the many ways WABA promotes the West End. The BIA is a valuable tool in our continuing efforts to revitalize West Alameda's historic business district.

**West Alameda Business Association
BIA BUDGET 06-07**

INCOME

BIA Projection	32000
Accumulated Carryover	0
Total Income	32000

EXPENSES

PERSONNEL SERVICES

PR Tax/Benefits	<input type="text"/>
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SUBTOTAL

0

MEMBERSHIP SERVICES

Supplies	1,000
Printing	3,000
Postage	1,000
Newsletter/website/Marketing	9,000
Committees	1,000
Equipment	<input type="text"/>

SUBTOTAL

15000

INDIRECT/OVERHEAD

Accounting/Audit	4,000
Utilities	5,000
Insurance	7,500
Contingency	500

SUBTOTAL

17,000

GRAND TOTAL

32000

EXHIBIT C

LIST OF ADDRESSES WITHIN BIA BOUNDARIES

Combined List of Benefit Area "A" and "B" Zones:		Geographic Area:
Alameda Ave.	2300-2399 odd/even	Park St.
Broadway	1400-1590 odd only	Park St.
Buena Vista Ave.	616-750 odd/even	Webster St.
Central Ave.	630-760 odd/even 2300-2499 odd/even 2501, 2521	Webster St. Park St. Park St.
Eagle Ave.	633-707 odd/even	Webster St.
Encinal Ave.	2300-2499 odd/even	Park St.
Everett St.	1400-1519 odd/even	Park St.
Haight St.	629-728 odd/even	Webster St.
Lincoln Ave.	627-726 odd/even 2267-2499 odd/even	Webster St. Park St.
Oak St.	1300-1599 even only	Park St.
Pacific Ave.	626-730 odd/even	Webster St.
Park Ave.	1300-1399 odd only 1400-1499 odd/even	Park St. Park St.
Park St.	1125, 1198, 1200-1999 odd/even	Park St.
San Antonio Ave.	2312-2399 odd/even	Park St.
Santa Clara Ave.	700-720 odd/even 2300-2599 odd/even	Webster St. Park St.
Taylor Ave.	634-725 odd/even	Webster St.
Times Wy.	2300-2399 odd/even	Park St.
Webb Ave.	2400-2499 odd/even	Park St.

Webster St.	1345-1999 odd/even	Webster St.
-------------	--------------------	-------------

Memo: Benefit Area "B" Zone Only

Broadway	1400-1509 odd only	Park St.
Everett St.	1400-1519 odd/even	Park St.
Park St.	1125, 1198, 1200-1251 odd/even, 1600-1999	Park St.
Santa Clara Ave.	2500-2599 odd/even	Park St.
Lincoln Ave.	2267-2499 odd/even	Park St.
Central Ave.	2431, 2433, 2440, 2501, 2521	Park St.

**ALAMEDA BUSINESS IMPROVEMENT AREA - NON-RETAIL
FISCAL YEAR 2006-07**

Professionals and independent contractors who primarily go out into the public to sell to clients and/or do not operate retail stores.

Accountant			
Advertising			
Ambulance		AREA A = \$ 119.00	
Answering service			
Architect		AREA B = \$ 78.00	
Attorney			
Building maintenance			
Business services			
Construction			
Consultants			
Contractors			
Counselor			
Credit Unions with restricted membership			
Decorator		PRO-RATED FEES	
Electrician			
Employment		A	B
Engineer			
Gardener		<u>\$119.00</u>	<u>\$ 78.00</u>
Graphic arts			
Handyman	JULY	119.00	78.00
Health/Medical professions			
Importers	AUG	109.00	71.00
Insurance			
Landscape	SEPT	99.00	65.00
Mail order			
Manufacturer	OCT	89.00	58.00
Manufacturer's/sales reps			
Mortuary	NOV	79.00	52.00
Newspaper publishing			
Nursing facility	DEC	69.00	45.00
Painters			
Pest control	JAN	60.00	39.00
Plumber			
Property management	FEB	50.00	32.00
Real estate			
School/Instruction	MAR	40.00	26.00
Security			
Stockbrokers	APR	30.00	25.00
Tax consultants			
Travel	MAY	25.00	25.00
Veterinary			
Wholesalers	JUNE	25.00	25.00
Misc. professional/office			

**ALAMEDA BUSINESS IMPROVEMENT AREA - RETAIL SERVICE
FISCAL YEAR 2006-07**

Businesses that operate a store where people go to purchase a service.

Alarm and fire extinguisher service

Appliance service

Athletic/Health Club

Auto glass

AREA A = .40/1,000 GR

Auto upholstery

MINIMUM = \$ 119.00

Auto wash/parking

MAXIMUM = \$1,576.00

Auto repair

Barber

AREA B = .20/1,000 GR

Beauty

MINIMUM = \$ 78.00

Cleaners

MAXIMUM = \$774.00

Electronics service

Furniture repair

Hotel/motel

Keys/Locksmith

PRO-RATED MINIMUM FEES

Laundromat/laundry

A

B

Marine service

\$119.00

\$78.00

Pet services

Photography studio

JULY

119.00

78.00

Printing

Shoe service

AUG

109.00

71.00

Storage

Tailor

SEPT

99.00

65.00

Tattoo

Upholstery

OCT

89.00

58.00

NOV

79.00

52.00

DEC

69.00

45.00

JAN

60.00

39.00

FEB

50.00

32.00

MAR

40.00

26.00

APR

30.00

25.00

MAY

25.00

25.00

JUNE

25.00

25.00

**ALAMEDA BUSINESS IMPROVEMENT AREA - RETAIL GOODS
FISCAL YEAR 2006-07**

Businesses that operate a store where people go to purchase a product.

Alcoholic
Amusement
Antiques
Appliances sales
Art
Auto dealer
Auto stereo
Auto supply
Bakery
Bar
Bicycles
Books
Clothing
Coin
Computer sales

AREA A = .40/1,000 GR
MINIMUM = \$ 237.00
MAXIMUM = \$1,576.00

AREA B = .20/1,000 GR
MINIMUM = \$ 119.00
MAXIMUM = \$ 791.00

Drug/variety
Electronics sales
Fishing
Floor coverings
Florist
Food
Furnishings
Furniture
Gasoline stations
Gift
Hardware
Hobby
Jewelry
Magazines/newspaper sales
Marine sales
Market
Medical supplies
Music
Nursery
Office supplies/equipment
Optical supplies
Pet supply
Product rentals
Restaurant
Shoe sales
Sporting goods
Thrift/used merchandise
Theater/club

PRO-RATED MINIMUM FEES

	A	B
	<u>\$237.00</u>	<u>\$119.00</u>
JULY	237.00	119.00
AUG	217.00	109.00
SEPT	198.00	99.00
OCT	178.00	89.00
NOV	158.00	79.00
DEC	138.00	69.00
JAN	119.00	60.00
FEB	99.00	50.00
MAR	79.00	40.00
APR	59.00	30.00
MAY	40.00	25.00
JUNE	25.00	25.00

Video
Other retail goods

**ALAMEDA BUSINESS IMPROVEMENT AREA
FINANCIAL INSTITUTIONS/UTILITIES
FISCAL YEAR 2006-07**

Banks
Savings and Loans
Credit Unions operating to the general public
Utilities

AREA A & B = \$ 791.00

CITY OF ALAMEDA RESOLUTION NO. _____

RESOLUTION OF INTENTION TO LEVY AN ANNUAL ASSESSMENT ON THE ALAMEDA BUSINESS IMPROVEMENT AREA OF THE CITY OF ALAMEDA FOR FY 2006-07 AND SET A PUBLIC HEARING FOR JUNE 6, 2006

WHEREAS, Section 6-7 of Article II of Chapter VI of the Alameda Municipal Code establishes the Alameda Business Improvement Area of the City of Alameda (hereinafter "Area"); and

WHEREAS, the Area comprises all of the Park Street Business Area, included by reference on the map and list of inclusive addresses included in this Resolution as Exhibit A and C, respectively; and all of the Webster Street Business Area included by reference on the map and list of inclusive addresses included in this Resolution as Exhibit B and C, respectively; and

WHEREAS, the improvements and activities authorized by the Ordinance include the general promotion of business activities in the Area, the promotion of the public events which are to take place on or in public places in the Area, the decoration of any public place in the Area, the furnishing of music in any public place in the Area, and the acquisition, construction or maintenance of parking facilities for the benefit of the Area; and

WHEREAS, agreements between the City of Alameda (hereinafter "City") and the Park Street Business Association (hereinafter "PSBA") and the West Alameda Business Association (hereinafter "WABA") designated PSBA and WABA to administer Business Improvement Area (hereinafter "BIA") funds for their respective geographic zones of the BIA; and

WHEREAS, PSBA and WABA have filed reports with the City Clerk describing the surplus or deficit revenues to be carried over from FY 2005-06 and describing the improvements and activities, estimated costs and methods and basis for levying the assessment for FY 2006-07.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alameda that PSBA and WABA are hereby designated as the BIA Advisory Body for 2006-07; and

BE IT FURTHER RESOLVED that the City Council hereby sets a public hearing to consider the annual assessment for the Area and to consider any modification of benefit areas or change in boundary for June 6, 2006, at which time written or oral protests may be made; and

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to advertise said public hearing by causing this Resolution of Intention to be published once in a newspaper of general circulation in the City not less than seven days before the public hearing.

* * * * *

**Resolution #4-H CC
5-16-06**

Approved as to Form

CITY ATTORNEY

EXHIBIT A:
Park Street
geographic zone



PARK STREET COMMERCIAL AREA

- A: Benefit Area A
- B: Benefit Area B

**EXHIBIT B:
Webster Street
geographic zone**

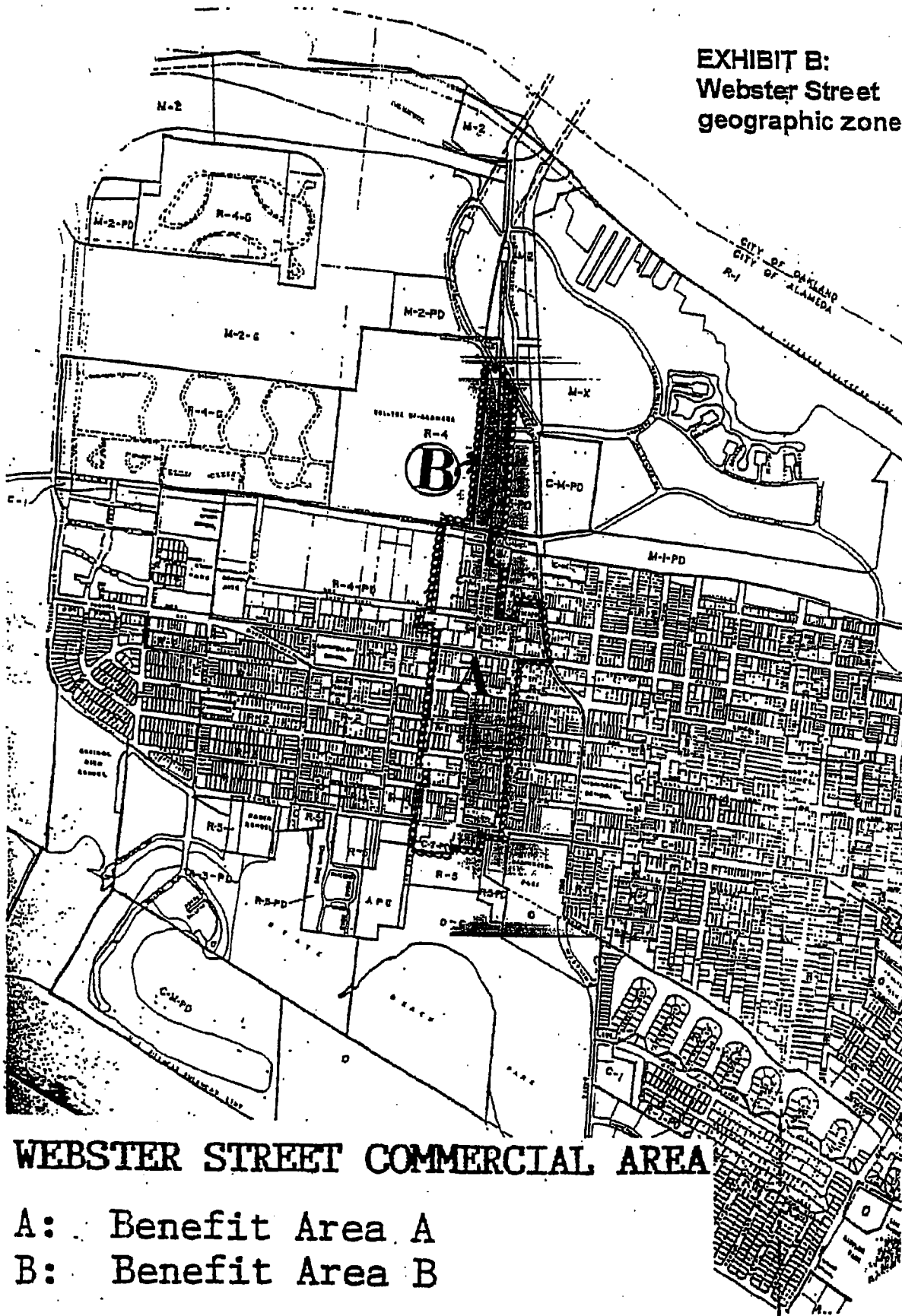


EXHIBIT C**LIST OF ADDRESSES WITHIN BIA BOUNDARIES**

Combined List of Benefit Area "A" and "B" Zones:		Geographic Area:
Alameda Ave.	2300-2399 odd/even	Park St.
Broadway	1400-1590 odd only	Park St.
Buena Vista Ave.	616-750 odd/even	Webster St.
Central Ave.	630-760 odd/even	Webster St.
	2300-2499 odd/even	Park St.
	2501, 2521	Park St.
Eagle Ave.	633-707 odd/even	Webster St.
Encinal Ave.	2300-2499 odd/even	Park St.
Everett St.	1400-1519 odd/even	Park St.
Haight St.	629-728 odd/even	Webster St.
Lincoln Ave.	627-726 odd/even	Webster St.
	2267-2499 odd/even	Park St.
Oak St.	1300-1599 even only	Park St.
Pacific Ave.	626-730 odd/even	Webster St.
Park Ave.	1300-1399 odd only	Park St.
	1400-1499 odd/even	Park St.
Park St.	1125, 1198, 1200-1999 odd/even	Park St.
San Antonio Ave.	2312-2399 odd/even	Park St.
Santa Clara Ave.	700-720 odd/even	Webster St.
	2300-2599 odd/even	Park St.
Taylor Ave.	634-725 odd/even	Webster St.
Times Wy.	2300-2399 odd/even	Park St.
Webb Ave.	2400-2499 odd/even	Park St.

Webster St.	1345-1999 odd/even	Webster St.
-------------	--------------------	-------------

Memo: Benefit Area "B" Zone Only

Broadway	1400-1509 odd only	Park St.
Everett St.	1400-1519 odd/even	Park St.
Park St.	1125, 1198, 1200-1251 odd/even, 1600-1999	Park St.
Santa Clara Ave.	2500-2599 odd/even	Park St.
Lincoln Ave.	2267-2499 odd/even	Park St.
Central Ave.	2431, 2433, 2440, 2501, 2521	Park St.

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the _____ day of _____, 2006, by the following vote to wit:

AYES

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the seal of said City this ____ day of _____, 2006.

Lara Weisiger, City Clerk
City of Alameda

Approved as to Form
[Signature]
CITY ATTORNEY

CITY OF ALAMEDA RESOLUTION NO. _____

CONFIRMING THE BUSINESS IMPROVEMENT AREA REPORT FOR
FY 2006-07 AND LEVYING AN ANNUAL ASSESSMENT ON THE
ALAMEDA BUSINESS IMPROVEMENT AREA OF THE CITY OF
ALAMEDA FOR FY 2006-07

WHEREAS, Section 6-7 of Article II of Chapter VI of the Alameda Municipal Code establishes the Alameda Business Improvement Area of the City of Alameda (hereinafter Area); and

WHEREAS, the City Council of the City of Alameda desires to continue said Area in FY 2006-07 for the purpose set forth in Section 6-7.3 of the Alameda Municipal Code; and

WHEREAS, a report has been filed with the City Clerk describing the surplus or deficit revenues to be carried over from FY 2005-06 and describing the improvements and activities, estimated costs and methods and basis for levying the assessment for FY 2006-07; and

WHEREAS, the City Council at its regular meeting of May 16, 2006 adopted a Resolution of Intention to Levy an Annual Assessment on the Alameda Business Improvement Area of the City of Alameda for FY 2006-07 and to set a public hearing for such action; and

WHEREAS, a duly noticed public hearing regarding each action was held by the City Council on June 6, 2006.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alameda that the BIA report for FY 2006-07 with any modifications as directed by the Council following closure of the Public Hearing, is hereby confirmed.

BE IT FURTHER RESOLVED by the City Council of the City of Alameda that an assessment for the Business Improvement Area of the City of Alameda for FY 2006-07 is hereby levied.

* * * * *

Resolution #5-A
6-6-06

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the _____ day of _____, 2006, by the following vote to wit:

AYES

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the seal of said City this ____ day of _____, 2006.

Lara Weisiger, City Clerk
City of Alameda

CITY OF ALAMEDA

MEMORANDUM

Date: June 6, 2006

To: Honorable Mayor and
Councilmembers

From: Debra Kurita
City Manager

Re: Recommendation to Authorize City Manager to Execute First Amendment to the
Amended and Restated Ferry Services Agreement

BACKGROUND

On July 1, 2004, Council approved the "Ferry Service Agreement between City of Alameda and Port of Oakland," whereby the City provides, through its ferry operator, ferry service to/from Jack London Square for a set fee paid by the Port. In June 2005, the Parties entered into the "Amended and Restated Ferry Service Agreement between the City of Alameda and the Port of Oakland." The Parties now wish to enter into the First Amendment to the Amended and Restated Ferry Services Agreement.

DISCUSSION

The principal terms of the Agreement are:

- Term: The Agreement term is one year beginning July 1, 2006.
- Fee: As consideration for the City to provide ferry service through the ferry operator to/from Jack London Square, the Port will pay to the City \$83,325 for Fiscal Year 2006/2007. This is the same level of support provided by the Port in FY 2005/06.

A copy of the City/Port of Oakland Agreement is attached and on file in the City Clerk's Office.

BUDGET CONSIDERATION/FINANCIAL ANALYSIS

This project is funded under CIP# 621.20. There is no impact to the General Fund associated with AOFS operations.

MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

The City's Ferry Service is consistent with the General Plan Transportation Element Guiding Policy 4.3.f.

Report 5-B (1)
6-6-06

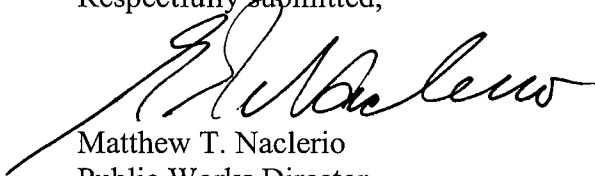
Honorable Mayor and
Councilmembers

Page 2
June 6, 2006

RECOMMENDATION

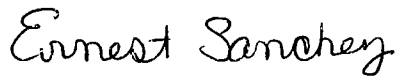
Authorize City Manager to execute First Amendment to the Amended and Restated Ferry Services Agreement.

Respectfully submitted,



Matthew T. Naclerio
Public Works Director

Prepared by,



Ernest Sanchez *by gc*
Ferry Manager

MTN:ES:gc

Attachment

Cc: Measure B Watchdog Committee

G:\pubworks\pwadmin\COUNCIL\2006\060606\City-Port agreement report.doc

**FIRST AMENDMENT
TO
AMENDED AND RESTATED FERRY SERVICE AGREEMENT
BETWEEN
CITY OF ALAMEDA AND PORT OF OAKLAND**

 **ORIGINAL**

This First Amendment ("First Amendment") to the Amended and Restated Ferry Service Agreement Between City of Alameda and Port of Oakland is made, entered into and effective as of July 1, 2006, by and between the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (the "Port") and City of Alameda, a municipal Corporation (the "City").

RECITALS

A. The Port and City are the parties to that certain Amended and Restated Ferry Service Agreement dated as of July 1, 2005 ("Agreement"). Unless otherwise defined herein, capitalized terms in this First Amendment have the same meanings given in the Agreement.

B. The parties desire to extend the Agreement for the funding of the AOFS and the Scheduled Oakland Service.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the Agreement as follows:

1. **Term.** The first sentence of Section 2 of the Agreement shall be amended to read:

"The term of this Agreement shall be one (1) year, commencing as of July 1, 2006 and terminating on June 30, 2007."

2. **Financial Contributions.** For the purpose of the calculating "Financial Contributions" made by each of the respective Parties, Section 3.4 of the Agreement shall be amended so that in every instance where the phrase "fiscal year 2004/2005" appears, it shall be amended to read "fiscal year 2005/2006".

3. **Port Contributions:**

- (a) The first sentence of Section 4.1 of the Agreement shall be amended to read:

"As consideration for the City to operate or cause to operate the AOFS in accordance with the Scheduled Oakland Service, the Port shall (a) pay to the City the sum of \$83,325 for the Fiscal Year 2006/2007 (each fiscal year begins on July 1 and ends on June 30 of the next calendar year), which amount shall be paid in advance by the Port in four (4) quarterly payments on July 1, 2006, October 1, 2006, January 2, 2007 and April 1, 2007 and (b) operate, maintain and provide access to the

Jack London Terminal and ferry passenger parking facilities pursuant to Paragraphs 3 and 5 herein."

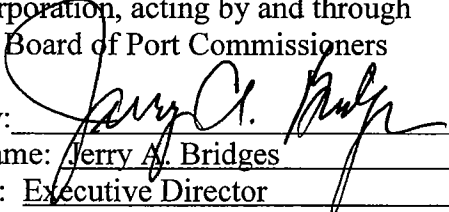
(b) For the purpose of facilitating the Parties' further extension of the Agreement, if any, Section 4.2 is amended so that every reference to a date, calendar year or fiscal year shall be amended to refer to the same date of the next succeeding year, the next succeeding calendar year or the next succeeding fiscal year.

4. **Exhibits.** All Exhibits to the Agreement are amended as attached to this First Amendment.

5. **Agreement Remains in Effect.** Except as modified by this First Amendment, the Agreement remains in full force and effect.

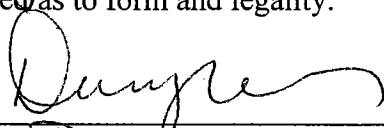
IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first set forth above.

CITY OF OAKLAND, a municipal corporation, acting by and through its Board of Port Commissioners

By: 
Name: Jerry A. Bridges
Its: Executive Director

Dated: May 8, 2006

Approved as to form and legality:

By: 
Name: Danny Wan
Its: _____

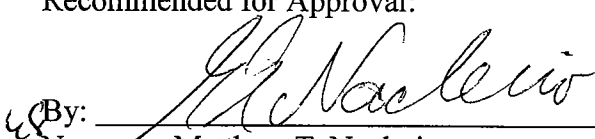
Dated: May 9, 2006

Port Resolution No.: 06068
P.A. No: 06-495

CITY OF ALAMEDA,
a municipal corporation

By: _____
Names: Debra Kurita
Its: City Manager

Recommended for Approval:

By: 
Name: Matthew T. Naclerio
Public Works Director

Approved as to Form,
City Attorney

By: _____
Terri Highsmith
Assistant City Attorney

Dated: _____

EXHIBIT A-1

Annual Local Contribution by each of the Port and the City to the Project

Period	Port (1)(2)	City (1)(3)
July 1, 1990 -> June 31, 1991	\$82,500	\$82,500
July 1, 1991 -> June 31, 1992	\$100,000	\$21,828
July 1, 1992 -> June 31, 1993	\$100,000	\$225,912
July 1, 1993 -> June 31, 1994	\$105,000	\$105,216
July 1, 1994 -> June 31, 1995	\$111,000	\$95,000
July 1, 1995 -> June 31, 1996	\$101,873	\$93,850
July 1, 1996 -> June 31, 1997	\$59,794	\$59,812
July 1, 1997 -> June 31, 1998	\$77,929	\$83,762
July 1, 1998 -> June 31, 1999	\$104,594	\$81,323
July 1, 1999 -> June 31, 2000	\$90,246	\$104,950
July 1, 2000 -> June 31, 2001	\$148,027	\$123,680
July 1, 2001 -> June 31, 2002	\$151,000	\$269,267
July 1, 2002 -> June 31, 2003	\$151,000	\$427,545
July 1, 2003 -> June 31, 2004	\$148,139	\$381,906
July 1, 2004 -> June 30, 2005 (4)	\$83,325	\$548,000
July 1, 2005 -> June 30, 2006	\$83,325	\$586,600
TOTAL	\$1,697,752	\$3,291,151

(1) Figures are actuals.

(2) Contribution from Port of Oakland Operating Funds (does not include operating funds the Port spends on operation and maintenance of the Jack London Terminal, its Floats and Ferry parking)

(3) Contribution from City of Alameda Regional Measure B revenue.

(4) Figures reported for 4 quarters

EXHIBIT B-1**FERRY SCHEDULE - Weekday**
Schedule Effective July 1, 2006 through June 30, 2007**To San Francisco**

Leave Oakland	Leave Alameda	Arrive Ferry Bldg.	Arrive Pier 39/SF Wharf
6:00	6:10	6:30	--
7:05	7:15	7:35	--
-----	-----	----	---
8:10	8:20	8:40	--
9:15	9:25	9:45	10:00
11:00	10:50	11:30	11:45
12:45	12:35	1:15	1:30
2:30	2:20	3:00	3:10
4:40	4:30	5:10	--
5:50	5:40	6:15	--
6:20^	6:10^	--	7:00
6:55	6:45	7:20	--
7:55	7:45	8:20	--
8:55	8:45	--	9:25

Summer weekend schedule in effect on Memorial Day, July 4th and Labor Day.

^On Giants game days, departure goes directly to the ball park and do not go to Pier 39/Fisherman's Wharf area.

EXHIBIT B-2

FERRY SCHEDULE - Weekdays Effective July 1, 2006 through June 30, 2007

From San Francisco

Leave Pier 39/SF Wharf	Leave Ferry Bldg.	Arrive Alameda	Arrive Oakland
--	6:30	7:15	7:05
--	--	--	--
--	7:35	8:20	8:10
--	8:40	9:25	9:15
10:15	10:30	10:50	11:00
12:00	12:15	12:35	12:45
1:45	2:00	2:20	2:30
3:45	4:10	4:30	4:40
--	5:20	5:40	5:50
5:20	5:45	6:10	6:20
--	6:25	6:45	6:55
	7:25	7:45	7:55
--	8:25	8:45	8:55

There is no service on Thanksgiving, Christmas, or New Year's Day.

Summer weekend schedule in effect on Memorial Day, July 4th and Labor Day.

EXHIBIT B-3

Weekend & Holiday Schedule Summer

**Effective July 1, 2006 through October 29, 2006
And
May 19, 2007 through June 30, 2007**

To San Francisco

Leave Oakland	Leave Alameda	Arrive Ferry Bldg.	Arrive Pier 39/SF Wharf
9:00	9:10	--	9:35+
10:40	10:25	11:10	11:25
12:20	12:10	12:50	1:05
1:55	1:45	2:25	2:40
4:00	3:45	4:30	4:45
5:45	5:30	--	6:20
7:20	7:05	7:50	8:05
8:55*	8:45*	9:20*	9:30*
10:30*	10:20*	---	11:00*

*On July 4th, this run canceled due to fireworks display.

+Connects with SF Pier 41/39 ferry to Angel Island State Park.

Summer weekend schedule in effect on Memorial Day, July 4 and Labor Day.

EXHIBIT B-4

Ferry Schedule

Weekend & Holiday Schedule Summer

**Effective July 1, 2006 through October 29, 2006
And
May 19, 2007 through June 30, 2007**

From San Francisco

Leave Pier 39/SF Wharf	Leave Ferry Bldg.	Arrive Alameda	Arrive Oakland
8:30	--	9:10	9:00
9:45	10:00	10:20	10:35
11:35	11:50	12:10	12:20
1:10	1:25	1:45	1:55
2:50#	--	3:45	3:55
4:55	5:10	5:30	5:40
6:30	6:45	7:05	7:15
8:10*	8:25*	8:45*	8:55*
9:40*	9:55*	10:15	10:25

*On July 4th, this run canceled due to fireworks display.

#To East Bay via Angel Island State Park.

Summer weekend schedule in effect on Memorial Day, July 4 and Labor Day.

EXHIBIT B-5

WEEKEND & HOLIDAY SCHEDULE

Spring

Effective: March 3, 2007 through May 13, 2007

To San Francisco			
Leave Oakland	Leave Alameda	Arrive Ferry Bldg.	Arrive Pier 39/SF Wharf
10:00	10:10	10:30	10:45
11:30	11:20	12:00	12:15
1:45	1:30	2:20	2:35
4:15	4:05	4:45	4:55
5:45	5:35	--	6:25
7:10	7:00	--	7:50

From San Francisco			
Leave Pier 39/SF Wharf	Leave Ferry Bldg.	Arrive Alameda	Arrive Oakland
9:15	9:25	10:10	9:55
10:50	--	11:20	11:30
1:00	1:10	1:30	1:45
3:30	3:45	4:05	4:15
5:00	5:15	5:35	5:45
6:30	6:40	7:00	7:10

EXHIBIT B-6**WEEKEND & HOLIDAY SCHEDULE
Fall****Effective: November 4, 2006 through December 31, 2006**

To San Francisco			
Leave Oakland	Leave Alameda	Arrive Ferry Bldg.	Arrive Pier 39/Sf Wharf
10:00	10:10	10:30	10:45
11:30	11:20	12:00	12:15
1:45	1:30	2:20	2:35
4:15	4:05	4:45	4:55
5:45	5:35	--	6:25
7:10	7:00	--	7:50

From San Francisco			
Leave Pier 39/SF Wharf	Leave Ferry Bldg.	Arrive Alameda	Arrive Oakland
9:15	9:25	10:10	9:55
10:50	--	11:20	11:30
1:00	1:10	1:30	1:45
3:30	3:45	4:05	4:15
5:00	5:15	5:35	5:45
6:30	6:40	7:00	7:10

EXHIBIT B-7

**FERRY SCHEDULE - ANGEL ISLAND
WEEKENDS**

**July 1 through October 29, 2006
And
May 19, 2007 through June 30, 2007**

To Angel Island

Leave Oakland	Leave Alameda			Arrive Angel Island
9:00 a.m.	9:10 a.m.			10 a.m.

From Angel Island

Leave Angel Island	Arrive Alameda	Arrive Oakland
3:10 p.m.	3:45 p.m.	3:55 p.m.

EXHIBIT B-8

FERRY SCHEDULE – Ball Park Giants Game schedule

Weekend Day and Holiday Games

July through October 2006

And

April through June 2007

To SBC Park

Depart Oakland	Depart Alameda	Arrive SBC Park
11:30 p.m.	11:50 p.m.	12:20 p.m.

Return ferry departs SBC Park 20 minutes after game ends but in no case later that 11:20 p.m.

Weekday Night Games

July 1 through October 2006

And

April through June 2007

To SBC Park

Depart Oakland	Depart Alameda	Arrive SBC Park
6:15 p.m.	6:30 p.m.	7:00 p.m.

Return ferry departs SBC Park 20 minutes after game ends but in no case later that 11:00 p.m.

EXHIBIT B-9

HOLIDAY FERRY SCHEDULE

FY '06/07

<u>HOLIDAY</u>	<u>SCHEDULE</u>
Martin Luther King Day	Regular weekday schedule
Presidents' Day	No Service
Easter, Sunday	Spring Weekend
Memorial Day, Monday	Summer Weekend
July 4	Summer Weekend
Labor Day, Monday	Summer Weekend
Thanksgiving	No Service
Christmas Day	No Service
Day after Christmas	Regular Weekday

CITY OF ALAMEDA

MEMORANDUM

Date: June 6, 2006

To: Honorable Mayor and
Councilmembers

From: Debra Kurita
City Manager

Re: Recommendation to Authorize City Manager to Execute Extension of Blue & Gold Fleet Operating Agreements with the Alameda/Oakland Ferry Service (AOFS) and Adopt Associated Budgets

BACKGROUND

On August 1, 2004, the City and Blue & Gold Fleet (the Parties) entered into the Agreement for Alameda/Oakland Ferry Service (Agreement). The Agreement is a Cost Plus Fixed Fee contract wherein the operator receives a fixed management fee while operational costs are passed through to the City to be paid in advance on a monthly basis. In September 2003, the parties amended the Agreement (First Amendment) to revise and clarify insurance provisions. In June 2005, the parties amended the Agreement (Second Amendment) extending the terms for one year from July 1, 2005 through June 30, 2006. In December 2005, the parties amended the Agreement (Third Agreement) to extend the deadline if the agreement is extended for FY 2006-2007. In December 2005, the parties amended the Agreement (Fourth Agreement) to set fees, labor and maintenance rates and capped expenses if the agreement is extended for FY 2006-2007. The Parties now wish to amend the Agreement to extend the contract for one year beginning July 1, 2006.

DISCUSSION

Under the proposed amendment, service levels, schedules and fares will not change. Principal Amendment terms are:

- **Term:** One year beginning July 1, 2006 with up to two additional one-year extensions.
- **Budget:** The AOFS FY 2006/2007 budget totals \$3,843,142 compared to projected expenses for 2005/2006 of \$3,442,721. The change is mainly due to the increased cost of fuel, insurance, Port of San Francisco fees. The budget is based on the assumption that fares will remain at current levels and that fuel costs will on average remain at \$2.50 per gallon or less. If fuel costs exceed that level, either fares will have to be increased (perhaps through a Fuel Surcharge) or operational expenses reduced. AOFS expenses are detailed in Table 1 (see Tables).
- **Revenue:** Public funding totals \$2,099,842 and is provided from Regional Measure 1, Measure B, the Port of Oakland and revenue from rental of the Encinal to Nichols Brothers Boat Builders (see Table 3). In addition, farebox revenue is estimated at \$1,743,300 and assumes 390,000 tickets sold at an average fare of \$4.47.
- **Expenses:** Major expense items are operator fees, fuel and City costs.

Report 5-B (2)

6-6-06

- Operator Fees: B&GF will receive fixed management and administration overhead fees of \$207,301 compared to \$203,236 in FY 2005/2006. In addition, there is a performance incentive based on customer satisfaction survey results and on time performance. The available 12-month performance based incentive will be \$80,616 compared to \$79,036 in 2005/06. Total operator fees (overhead, management and performance based) will be \$287,917 compared to \$282,272 for the same period the prior year. This 2% increase reflects increases in B&GF's operating expenses including Pier 39 rent, insurance, and administration labor.
 - Fuel: Fuel is budgeted at \$852,500 for 341,000 gallons at \$2.50 per gallon. This compares with the budgeted \$682,000 for 341,000 gallons in 2005/2006 (@\$2.00 per gallon). Actual FY 2005/2006 fuel expense is projected to be \$690,000.
 - City Costs: City expenses are expected to be \$670,071 compared to \$529,968 projected for FY 2005/2006. (see Table 2). City costs include \$96,692 for marketing, \$250,000 for operating contingency, and \$88,036 for Main Street ferry terminal maintenance. The increase reflects increases in marketing, operations contingency, and a contribution of \$82,210 to the vessel maintenance reserve accounts.
- **Farebox Recovery Ratio:** Based on adoption of the above recommendations, AOFS Farebox Recovery Ratio for FY 2006/2007 is projected to be 49.65% (see Table 4).

A copy of the B&GF agreement is on file in the City Clerk's office.

BUDGET CONSIDERATION/FINANCIAL ANALYSIS

The AOFS is budgeted under CIP# 621.20. There is no impact to the General Fund associated with AOFS operations.

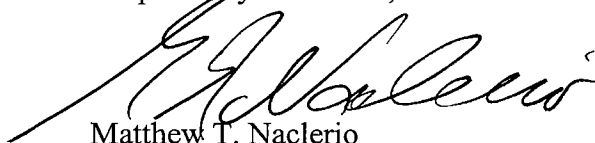
MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

The City's Ferry Service is consistent with the General Plan Transportation Element Guiding Policy 4.3.f.

RECOMMENDATION

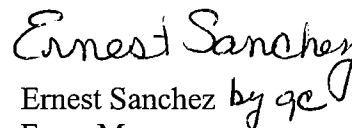
Authorize City Manager to execute Extension of Blue & Gold Fleet Operating Agreement for the Alameda/Oakland Ferry Service (AOFS) and adopt associated budgets.

Respectfully submitted,



Matthew T. Naclerio
Public Works Director

Prepared by,



Ernest Sanchez by gc
Ferry Manager

MTN:ES:gc

Attachments

Tables 1-4

Agreement

cc: Measure B Watchdog Committee

G:\pubworks\pwadmin\COUNCIL\2006\060606\B&GF extension.doc

Attachment for Blue & Gold Fleet

AOFS Table 1		Budget	Projected	Actual
Cap	EXPENSES	FY 20006/07	FY 20005/06	FY '04/05
	Vessel Expenses:			
No	Wages	\$1,326,483	1,319,529	\$1,317,076
No	Maintenance:			
	Pier 9	\$170,000	173,409	\$83,260
	Outside contractors	\$170,000	177,818	\$234,145
No	Fuel (1)(2)	\$852,500	679,438	\$513,764
No	Insurance	\$204,735	119,656	\$154,266
No	Rental of Carrier boats	\$10,000	23,205	\$9,496
Yes	Other	\$0	14,122	\$11,280
	Total Vessel	\$2,733,718	\$2,507,177	\$2,323,287
	Non Vessel Expenses:			
Yes	Contract services	\$3,167	45	\$0
Yes	Professional fees/legal	\$12,668	8,930	\$1,866
Yes	Customer Service	\$36,788	28,819	\$33,209
Yes	Taxes/ licenses	\$15,202	11,859	\$40
No	Insurance (facilities)	\$0	0	\$12,093
Yes	Port SF/ Pier 39 fees	\$83,611	73,651	\$61,054
	Subtotal Non Vessel	\$151,436	\$123,304	\$108,262
	Operator Fees:			
Yes	Admin/Overhead fees	\$47,895	46956	\$45,368
Yes	Management	\$159,406	\$156,280	\$150,995
Yes	Performance Bases Fee:			
	On Time Performance	\$40,308	\$39,518	\$38,182
	Customer Satisfaction	\$40,308	\$39,518	\$38,182
	Subtotal fees	\$287,917	\$282,272	\$272,727
	Sub Total /Operator expenses	\$3,173,071	\$2,912,753	\$2,704,276
	City cost	\$670,071	\$529,968	\$354,711
	Total (City + Operator)	\$3,843,142	\$3,442,721	\$3,058,987
	REVENUE	\$3,843,142	\$3,442,721	\$3,168,508

(1) Assumes 341,000 gals @
\$2.50/gal.

Table 2

City Expenses	Budget	Projected	Actual
ITEM	FY '06/07	FY '05/06	FY '04/05
Operations:			
Docking fees:			
Ferry Bldg.	\$36,000	\$36,000	\$36,267
SBC Park (Giants)	\$900	900	0
MUNI	\$11,075	\$11,075	12,536
Marketing	\$96,692	\$82,940	55,216
Administration:			
City Admin(1)	\$89,700	\$89,700	\$152,474
MTC SRTP(2)	\$0	\$2,591	\$0
Audit	\$2,000	\$1,905	\$1,905
Office supplies	\$2,658	\$2,658	\$1,697
Surveys	\$8,000	\$6,439	\$11,014
Subtotal	\$247,025	\$234,208	\$271,109
Reserves:			
Long Term Vessel Maintenance Reserve:			
Encinal	\$30,200	\$0	\$0
Peralta	\$52,010	\$0	\$0
Operations Contingency	\$250,000	\$205,000	n.a
subtotal reserves	\$332,210	\$205,000	\$0
Main Street terminal:			
Facility Security Officer (Main St.)	\$0	\$0	\$10,650
Utilities (Main St.)	\$3,000	\$2,924	\$2,624
Main St Maintenance	\$9,836	\$9,836	\$24,747
Main Street Patrol Guard	\$78,000	\$78,000	\$45,581
subtotal Main Street	\$90,836	\$90,760	\$83,602
Total	\$670,071	\$529,968	\$354,711

(1) 3/4 of a \$92,000/yr staff position.

(2) Short Range Transit Plan not required in '06/07.

Table 3
City Ferry Services FY 2006/07
Revenue

Source	Total	AHBF	AOFS
Farebox	\$2,327,500	\$584,200	\$1,743,300
MTC RM1-5%	\$1,492,647	\$450,000	\$1,042,647
Measure B '06/07 revenue	\$752,930	\$144,400	\$608,530
Measure B reserve	\$200,000	\$25,000	\$175,000
Port of Oakland	\$83,325	\$0	\$83,325
Other revenues (rental)	\$190,340	\$0	\$190,340
TIF:			
Ferry operations	\$207,400	\$207,400	0
HB terminal	\$40,000	\$40,000	0
Subtotal TIF	\$247,400	\$247,400	\$0
LLMD 84-2/terminal	\$61,444	\$61,444	\$0
Total	\$5,355,586	\$1,512,444	\$3,843,142

Table 4
AOFS
Farebox Recovery Ratio

Total expenses	\$3,843,142
Less reserve accounts & contingency	\$332,210
subtotal operations	\$3,510,932
Farebox	\$1,743,300
FRR	49.65%

**FIFTH AMENDMENT
TO
ALAMEDA/OAKLAND FERRY SERVICE AGREEMENT**

THIS FIFTH AMENDMENT TO THE ALAMEDA/OAKLAND FERRY SERVICE AGREEMENT ("Second Amendment") is entered into and effective on _____, 2006, by and between the CITY OF ALAMEDA, a municipal corporation existing under the law of the State of California and its Charter ("City") and **BLUE & GOLD FLEET, L.P.**, a Delaware limited partnership ("Carrier"), with reference to the following facts, understandings and intentions:

RECITALS

A. On August 1, 2004, the City and Carrier entered into the Alameda/Oakland Ferry Service Agreement ("Agreement"), in which Carrier agreed to operate the Alameda/Oakland Ferry Service.

B. On September 3, 2004, the parties amended the Agreement (the "First Amendment") to revise and clarify certain insurance provisions.

C. On June 7, 2005, the parties amended the Agreement ("Second Amendment") to extend the terms of the Agreement for one year from July 1, 2005 through June 30, 2006.

D. On December 15, 2005, the parties amended the Agreement ("Third Amendment") to extend the deadline by which the City Manager Parties must approve or reject proposed Administrative/Overhead, Management and Performance Based fees, labor and maintenance rates, and capped expenses in effect if the Agreement is extended for FY 2006/07.

E. In December 2005, the Parties amended the Agreement ("Fourth Agreement") to set the Administrative/Overhead, Management and Performance Based fees, labor and maintenance rates, and capped expenses in effect if the Agreement is extended for FY 2006/07.

F. City and Carrier desire to further amend the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth below and other good and valuable consideration, the parties hereto agree as follows:

1. Section 1.15(a), Permits; Charges; Taxes, is hereby modified through the replacement of the second sentence (beginning with "City shall pay actual cost...") in its entirety with:

"City shall pay actual cost of these items up to, but not in excess of, Fifteen Thousand Two Hundred and Two Dollars (\$15,202) as specified in "Exhibits D-1" and "D-4" attached hereto."

2. Sections 2.1(a), Description, is hereby replaced in its entirety with the following:

"A fixed management fee (the "Management Fee") for the initial 12-months, One Hundred and Fifty Nine Thousand Four Hundred and Six Dollars (\$159,406), and as shown on "Exhibits D-1" and "D-4" attached hereto. The Management Fee shall remain fixed for the Term."

3. Sections 2.1(b), Description, is hereby replaced in its entirety with the following:

"In addition to the Management Fee, Carrier may receive performance based fees ("Performance Based Fees") of up to Eighty Thousand Six Hundred and Sixteen Dollars (\$80,616) as shown on Exhibits D-1 and D-4, attached hereto, and pursuant to Exhibits E-1 and E-2, attached hereto. Performance Based Fees are comprised of: (i) On Time Performance, and (ii) Customer Satisfaction based fees (as such terms are defined and described in Exhibit E-1, attached hereto). City shall review the performance data quarterly, and shall notify Carrier of the results no later than the last day of the last month in a three (3) month period. If the commencement date of this Agreement occurs on a day other than the first day of a quarter, then the available Performance Based Fees (as defined below) for such fractional quarter shall be pro-rated by multiplying the quarterly Performance Based Fees by a fraction, the numerator of which shall be the actual number of days remaining in such quarter including and after the commencement date, and the denominator of which shall be the actual number of days in such quarter. The portion, if any, of the available Performance Based Fee due Carrier shall be determined by the percentage of On Time Performance attained and Customer Satisfaction survey results. For the period July 1, 2006 through June 30, 2007, the Performance Based Fee periods shall be deemed to be: July/September; October/December; January/March; and April/June. If due, the portion of the Performance Based Fees shall be paid within thirty (30) days of receipt by City of invoice after completion of the review and in accordance with Exhibit E-1, attached hereto. The terms and conditions governing payment of Performance Based Fees are more fully set forth in "Exhibit E", attached hereto."

4. Sections 2.1(c), Description, is hereby replaced in its entirety with the following:

"A fixed fee for administrative and overhead (the "Administrative and Overhead Fee"), including but not limited to dispatching, accounting, ticket sales, and general administration, at the annual rate of Forty-Seven Thousand Eight Hundred Ninety-Five Dollars (\$47,895) as shown on "Exhibits D-1" and "D-4", attached hereto. The Administrative and Overhead Fee shall remain fixed for the Term."

5. Section 3.1(a), Commencement and Duration, is replaced in its entirety with:

"The term of this Fifth Amendment shall commence on July 1, 2006 and end on June 30, 2007 (the "Term"). Subject to Section 3.1(b) below, City shall have the option of extending the Term in increments of one (1) year for up to two (2) additional years, but not beyond June 30, 2009. The Initial Term, as such term may be extended by City shall be referred to herein as the "Term".

6. Exhibit C of the Agreement is hereby replaced in its entirety with "Exhibit C" attached hereto.

7. Exhibits "D-1", "D-4, revised Fee Schedule" and Exhibit D-5" of the Agreement are hereby replaced in their entirety with "Exhibit D-1", "Exhibit D-4", and "D-5" attached hereto.

8. Exhibit E of the Agreement is hereby replaced in its entirety and replaced with "Exhibit E" attached hereto.

9. Except as otherwise expressly modified by the terms of this Fifth Amendment, the Agreement remains unchanged and in full force and effect. In the event of any conflict or inconsistency between the terms of this Fifth Amendment and the terms of the Agreement, the terms of this Fifth Amendment shall control.

10. This Fifth Amendment may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

BLUE & GOLD FLEET, L.P.,
A Delaware Limited Partnership

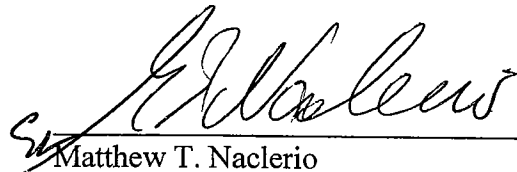


Ron Duckhorn
President

CITY OF ALAMEDA,
A Municipal Corporation

Debra Kurita
City Manager

RECOMMENDED FOR APPROVAL:



Matthew T. Naclerio
Public Works Director

APPROVED AS TO FORM:

Teresa L. Highsmith
Assistant City Attorney

Exhibit C - 1.a

AOFS - Weekdays
Effective July 1, 2006 through June 30, 2007

To San Francisco

Leave Oakland	Leave Alameda	Arrive Ferry Bldg.	Arrive Pier 41/SF Wharf
6:00	6:10	6:30	--
7:05	7:15	7:35	--
8:10	8:20	8:40	--
9:15	9:25	9:45	10:00
11:00	10:50	11:30	11:45
12:45	12:35	1:15	1:30
2:30	2:20	3:00	3:10
4:40	4:30	5:10	--
5:50	5:40	6:15	--
6:20^	6:10^	--	7:00
6:55	6:45	7:20	--
7:55	7:45	8:20	--
8:55	8:45	--	9:25

Summer weekend schedule in effect on Memorial Day, July 4th and Labor Day.

^On Giants game days, departures go directly to Pacific Bell park and do not go to Pier 41.

Exhibit C.1b

AOFS - Weekdays
Effective July 1, 2006 through June 30, 2007

From San Francisco

Leave Pier 39/SF Wharf	Leave Ferry Bldg.	Arrive Alameda	Arrive Oakland
--	6:30	7:15	7:05
--	---	---	---
--	7:35	8:20	8:10
--	8:40	9:25	9:15
10:15	10:30	10:50	11:00
12:00	12:15	12:35	12:45
1:45	2:00	2:20	2:30
3:45	4:10	4:30	4:40
--	5:20	5:40	5:50
5:20	5:45	6:10	6:20
--	6:25	6:45	6:55
---	7:25	7:45	7:55
--	8:25	8:45	8:55

There is no service on Thanksgiving, Christmas, or New Year's Day.

Summer weekend schedule in effect on Memorial Day, July 4th and Labor Day.

Exhibit C-2a

AOFS Weekend Holiday Schedule

Summer

Effective July 1, 2006 through October 29, 2006**

and

May 19, 2007 through June 30, 2007

To San Francisco

Leave Oakland	Leave Alameda	Arrive Ferry Bldg.	Arrive Pier 41/SF Wharf
9:00	9:10	--	9:35+
10:40	10:25	11:10	11:25
12:20	12:10	12:50	1:05
1:55	1:45	2:25	2:40
4:00	3:45	4:30	4:45
5:45	5:30	--	6:20
7:20	7:05	7:50	8:05
8:55*	8:45*	9:20*	9:30*
10:30*	10:20*	---	11:00*

*On July 4th, this run canceled due to fireworks display.

Summer weekend schedule in effect on Memorial Day, July 4 and Labor Day.

+Connects with Service to Angel Island.

**Regular weekday schedule in effect on Monday, July 3.

Exhibit C-2b

**AOFS
Weekend & Holiday Schedule**

**Summer
Effective July 1, 2006 **through October 29, 2006
and
May 19, 2007 through June 30, 2007**

From San Francisco

Leave Pier 41/SF Wharf	Leave Ferry Bldg.	Arrive Alameda	Arrive Oakland
8:30	--	9:10	9:00
9:45	10:00	10:20	10:35
11:35	11:50	12:10	12:20
1:10	1:25	1:45	1:55
2:50#	--	3:45	3:55
4:55	5:10	5:30	5:40
6:30	6:45	7:05	7:15
8:10*	8:25*	8:45*	8:55*
9:40*	9:55*	10:15	10:25

*On July 4th, this run canceled due to fireworks display.

Summer weekend schedule in effect on Memorial Day, July 4 and Labor Day.

**Regular weekday schedule in effect on Monday, July 3.

#To East Bay via Angel Island.

Exhibit C-2c

AOFS WEEKEND & HOLIDAY SCHEDULE

Spring

Effective: March 3, 2007 through May 13, 2007

To San Francisco			
Leave Oakland	Leave Alameda	Arrive Ferry Bldg.	Arrive Pier 41/SF Wharf
10:00	10:10	10:30	10:45
11:30	11:20	12:00	12:15
1:45	1:30	2:20	2:35
4:15	4:05	4:45	4:55
5:45	5:35	--	6:25
7:10	7:00	--	7:50

From San Francisco

Leave Pier 41/SF Wharf	Leave Ferry Bldg.	Arrive Alameda	Arrive Oakland
9:15	9:25	10:10	9:55
10:50	--	11:20	11:30
1:00	1:10	1:30	1:45
3:30	3:45	4:05	4:15
5:00	5:15	5:35	5:45
6:30	6:40	7:00	7:10

Exhibit C-2d

AOFS WEEKEND & HOLIDAY SCHEDULE

Fall

Effective: November 4, 2006 through December 31, 2006

To San Francisco

Leave Oakland	Leave Alameda	Arrive Ferry Bldg.	Arrive Pier 41/Sf Wharf
10:00	10:10	10:30	10:45
11:30	11:20	12:00	12:15
1:45	1:30	2:20	2:35
4:15	4:05	4:45	4:55
5:45	5:35	--	6:25
7:10	7:00	--	7:50

From San Francisco

Leave Pier 41/SF Wharf	Leave Ferry Bldg.	Arrive Alameda	Arrive Oakland
9:15	9:25	10:10	9:55
10:50	--	11:20	11:30
1:00	1:10	1:30	1:45
3:30	3:45	4:05	4:15
5:00	5:15	5:35	5:45
6:30	6:40	7:00	7:10

EXHIBIT C-3

AOFS ANGEL ISLAND WEEKENDS And Holidays

**July 1, 2006 through October 29, 2006
and
May 19, 2007 through June 30, 2007**

To Angel Island

Leave Oakland	Leave Alameda	Arrive Pier 41	Transfer To Angel Is. boat	Arrive Angel Island
9:00 a.m.	9:10 a.m.	9:35	9:45	10 a.m.

From Angel Island

Leave Angel Island	Arrive Alameda	Arrive Oakland
3:10 p.m.	3:45 p.m.	3:55 p.m.

EXHIBIT C-4

AOFS SBC Park/ Giants Games

WEEKEND DAY GAMES

**July through October 2006
and
April through June 2007**

To SBC Park

Depart Oakland	Depart Alameda	Arrive Pac Bell
11:30 p.m.	11:50 p.m.	12:20 p.m.

Return ferry departs SBC Park 20 minutes after game ends but in no case later that 11:30 p.m.,.

WEEKDAY NIGHT GAMES

**April through October 2006
and
April through June 2007**

To SBC Park

Depart Oakland	Depart Alameda	Arrive Pac Bell
6:15 p.m.	6:20 p.m.	7:00 p.m.

Return ferry departs SBC Park 20 minutes after game ends but in no case later that 11:30 p.m.,.

Exhibit C-5

AOFS HOLIDAY FERRY SCHEDULE

FY '06/07

HOLIDAY

SCHEDULE

Martin Luther King Day

Regular weekday schedule

Presidents' Day

No Service

Easter Sunday

Spring Weekend

Memorial Day, Monday

Summer Weekend

July 4

Summer Weekend

Labor Day, Monday

Summer Weekend

Thanksgiving

No Service

Christmas Day

No Service

Day after Christmas

Regular Weekday

New Year's Day

No Service.

**Exhibit D-1,
Pro Forma Budget- FY 2006/07**

Cap	EXPENSES	AMOUNT
	Vessel Expenses:	
No	Wages	\$1,326,483
No	Maintenance:	
	Pier 9	\$170,000
	Outside contractors	\$170,000
No	Fuel	\$852,500
No	Insurance	\$204,735
No	Rental of Carrier boats	\$10,000
Yes	Other	\$0
	Total Vessel	\$2,733,718
	Non Vessel Expenses:	
Yes	Contract services	\$3,167
Yes	Professional fees/legal	\$12,668
Yes	Customer Service	\$36,788
Yes	Taxes/ licenses	\$15,202
No	Insurance (facilities)	\$0
Yes	Port SF/ Pier 39 fees	\$83,611
	Subtotal Non Vessel	\$151,436
	Operator Fees:	
Yes	Admin/Overhead fees	\$47,895
Yes	Management	\$159,406
Yes	Performance Bases Fee:	
	On Time Performance	\$40,308
	Customer Satisfaction	\$40,308
	Subtotal fees	\$287,917
	Total Operator expenses	\$3,173,071

Exhibit D-4 – FY 2006/07 Fee Schedule

FIXED FEES	Rate/ Amount	Basis	Comment
Management Fee/Profit	\$13,283.83	Monthly	Fixed Fee/Pro rated on a daily basis
Administration and Overhead (Dispatch/accounting/admin.)	\$3,991.25	Monthly	Fixed Fee/Pro rated on a daily basis
Performance Based Fee:			
On Time Performance	\$10,077.00	Quarterly	Actual compensation based on performance
Customer Satisfaction	\$10,077.00	Quarterly	Actual compensation based on performance
DIRECT EXPENSES			
Hourly cost per crewmember(1) :			
Effective 7/1/06 through 12/31/06	\$37.77	Hourly	Fixed Rate
Effective 1/1/07 through 6/30/07(2)	\$38.35	Hourly	Fixed Rate
Cost per mechanic time card hour(3):			
Effective 7/1/06 through 12/31/06	\$104.49	Hourly	Fixed Rate
Effective 1/1/07 through 6/30/07(2)	\$106.10	Hourly	Fixed Rate
PASS THROUGH EXPENSES			
Fuel	N/A	N/A	Actual Cost
Lube & Oil	N/A	N/A	Actual Cost
Maintenance parts and supplies	N/A	N/A	Actual Cost
Subcontractor Repairs (prior City approval required)	N/A	N/A	Actual Cost
Vessel Capital Repairs (prior City approval required)	N/A	N/A	Actual Cost
Misc. Expenses (prior City approval required)	N/A	N/A	Actual Cost
Minor Main St. and JLS Barge Repairs (prior City or Port approval required)	N/A	N/A	Actual Cost

(1) Includes all wages, benefits, workers compensation, pension payments, vacation, payroll taxes. "Hourly billing rate per crew man hour" will be used for billing purposes.

(2) Estimated Rate. Actual rate to be set in B&GF/MMP contract in effect on 1/1/07.

(3) Includes a) all wages, benefits and indirect costs for operator employees or subcontractors used by operator for routine and non-major repairs and b) maintenance facility costs such as: i) contract repairs on equipment and facilities; ii) office supplies; iii) parts, tools and hardware; iv) vessel janitorial supplies; v) utilities; vi) insurance; vii) rent; viii) taxes and license; ix) lube oil and deposit fees; x) deck lines.

Exhibit D-5
Insurance Schedule

Insurance Schedule 2006/2007
(Vessels)

Coverage	Limits	Estimated Premium	Deductible
Hull and Machinery:			
Encinal	\$2,300,000	\$13,653	\$25,000
Peralta	\$5,500,000	\$32,648	\$50,000
Protection and indemnity	\$25,000,000	\$103,929	\$25,000
Marine General Liability	\$25,000,000	\$12,046	\$5,000
General Liability (non marine)	\$161,000,000	included	
Bumbershoot (A)	\$0		
Total		\$186,123	

(A) Per the First Amendment to the Agreement this coverage was reduced to limits already provided by the \$25M MGL policy.

Exhibit E

PERFORMANCE MEASURES

A maximum of \$80,616 will be allocated to the Carrier on the basis of performance measurements. The performance measurements will be on-time performance and customer satisfaction. Of the \$80,616, a maximum of \$40,308 is available for on-time performance and a maximum of \$40,308 is available for customer satisfaction. The performance based fee due the Carrier (if any) shall be paid on a quarterly basis. If the commencement date of this Agreement occurs on a day other than the first day of a quarter, then the performance based fee due the Carrier (if any) for such fractional quarter shall be prorated by multiplying the quarterly performance based fee by a fraction, the numerator of which shall be the actual number of days remaining in such quarter including and after the commencement date, and the denominator of which shall be the actual number of days in such quarter. At each monthly meeting, the City will notify the Carrier of the results of on-time performance monitoring and of any reliability failures (see Section 4.10(f) above). In the event that the Carrier believes that Carrier's failure to meet on time performance goals was due to causes beyond Carrier's control (as defined in Section 4.10(b)(iii) above), it is the Carrier's responsibility to provide documentation demonstrating this claim within ten (10) days of the event.

On-Time Performance ("OTP"): A vessel's arrival is defined as on time if the actual arrival time is not later than five (5) minutes beyond the published arrival time. If the Carrier achieves a 97% or better OTP record during a quarter, Carrier will receive a quarterly OTP incentive payment of \$10,077.10. If the Carrier's quarterly OTP is less than 97%, but equal to, or greater than 95%, the Carrier shall receive a quarterly OTP of \$8,061.60. If OTP falls below 95%, the Carrier shall receive no OTP incentive for that quarter.

OTP will be measured by the City on four (4) randomly selected days each quarter as follows: two (2) non-holiday weekdays and two (2) weekend days. The City may record arrival times through any or all of the following techniques:

1. The City's agent will record the arrival time of the vessels. The Arrival time will be the point at which the vessel has been tied up to the dock and the passenger loading ramp has been secured in place ready for passengers to disembark.
2. Vessel arrival time will be automatically recorded through the activation of the Alameda Main Street Terminal passenger gate. Vessels crews will activate the gate immediately after the passenger ramp is secured in place for passenger loading.

3. Vessel arrival times will be electronically recorded via the use of a City-supplied electronic reader. Upon securing the passenger boarding ramp, crews will record the arrival time by swiping the electronic reader over a station location button on the dock in near proximity to the vessel.

• Customer Satisfaction: The City will measure customer satisfaction ("Customer Satisfaction") once each quarter via a self-administered questionnaire distributed onboard the Alameda/Oakland Ferry Service. The form of customer satisfaction questionnaire is attached as Exhibit E-2 to the Agreement. The City will provide onboard survey monitors to distribute, explain and collect questionnaires. Questionnaires will be distributed onboard the Alameda/Oakland Ferry Service over two (2) days, from 6:00 a.m. through 8:30 a.m. on one day and from 3:45 p.m. through 9:00 p.m. on a second day. Responses on the quarterly survey will be averaged together to the nearest hundredth for a customer satisfaction average ("Customer Satisfaction Average").

Customer Satisfaction Base Line ("CSBL"): The CSBL of 3.872 was established onboard the Alameda/Oakland Ferry Service in June and August 2001. If the quarterly Customer Satisfaction Average falls below the CSBL, the Carrier will receive no customer satisfaction incentive for that quarter. If the Customer Satisfaction Average for a particular quarter is equal to or greater than 3.872 but less than 4.000, the Carrier shall receive the maximum quarterly customer satisfaction incentive payment for that quarter of 80% of \$10,077.00 or \$8,061.60. If the Carrier achieves a Customer Satisfaction Average for a particular quarter that is equal to or greater than 4.000, the Carrier shall receive the maximum quarterly customer satisfaction incentive payment for that quarter which is \$10,077.00.

EXHIBIT F FARES

I. Fares between Alameda, Oakland, San Francisco Ferry Building, S.F. Pier 41, and S.F. China Basin.

<u>Category</u>	<u>One-Way</u>	<u>Roundtrip</u>
Adult	\$5.50	\$11.00
Juniors (5 to 12 years)	\$2.75	\$ 5.50
Children under 5 years	FREE	FREE
Seniors, 65 & Older	\$3.25	\$ 6.50
Active Military	\$4.25	\$ 8.50
Disabled Persons	\$3.25	\$ 6.50
School Groups* (School groups must qualify for this rate through advanced approval by City Ferry Manager and reservations.)	-----	\$ 3.50

<u>Discount Ticket Books</u>	<u>10-Ticket</u>	<u>20-Ticket</u>	<u>40-Ticket</u>
Adult	\$45.00	\$80.00	\$150.00

II. ANGEL ISLAND ROUNTRIP

All Angel Island fares are roundtrip and include State Park admission fee.

<u>TYPE</u>	<u>FARE</u>
Adult	\$13.50
Juniors (13 to 18 yrs.)	\$10.50
Children (5 to 12 yrs.)	\$ 8.00
Children under 5 yrs.	FREE
Seniors (62+ yrs.)	\$10.50

CITY OF ALAMEDA

MEMORANDUM

Date: June 6, 2006

To: Honorable Mayor and
Councilmembers

From: Debra Kurita
City Manager

Re: Recommendation to Authorize City Manager to Execute Extension of the Harbor Bay Maritime Ferry Operating Agreement for Alameda Harbor Bay Ferry (AHBF) and Adopt Associated Budgets

BACKGROUND

In June 2004, the City and Harbor Bay Maritime (HBM) entered into the Sixth Amended and Restated Operating Agreement for the East End Ferry Service. The Agreement is a multi-year modified fixed subsidy contract, whereby, HBM receives a fixed subsidy, use of two City-owned boats and retains farebox revenue. In July 2005, the Parties amended the Agreement extending the contract for one year commencing on July 1, 2005. That amendment increased fares, reduced operating expenses, and expanded marketing in order to meet or exceed the 40 % Farebox Recovery Ratio goal. The Parties now wish to amend the Agreement now called the Second Amendment to extend the contract for one year beginning July 1, 2006.

DISCUSSION

There are no proposed changes to service levels, schedules, or fares at this time. Principal Amendment terms are:

- **Term:** One year beginning July 1, 2006 with up to two additional one-year extensions.
- **Pro Forma Budget:** Projected FY 2006/2007 operator expenses are \$894,825. In addition, there are City expenses of \$556,175. City expenses include: a) \$81,100 in capital reserves; b) \$324,000 for fuel; and c) a \$40,000 fuel contingency. Therefore, total AHBF costs (operational and capital reserves) are expected to be \$1,451,000 compared to projected FY 2005/2006 expenses of \$1,329,180 (see Table 1). Capital Reserves are the "sink funds" accumulated over several years for major facility or vessels maintenance, overhauls and refurbishments.
- **Fuel:** Under the Fixed Subsidy agreement, HBM is responsible for all operator expenses including fuel. However, recent historic high fuel prices and market volatility make fixing fuel expense (and thereby operator subsidy) for the next year difficult. Therefore, staff recommends that fuel cost become a Pass-Through expense as it is in the Blue & Gold Fleet

Report 5-B (3)

6-6-06

contract. Under this proposal, the City will reimburse HBM on a monthly basis for the actual cost of fuel. HBM will not be allowed any mark-up in price or additional charges. The City has budgeted \$324,000 for fuel and has a fuel contingency of an additional \$40,000 (see Table 2). To enable HBM to purchase fuel for service beginning July 1, 2006, the City will make an advanced payment of \$30,000 to HBM no later than July 19, 2006.

In the future, the City may find it necessary to raise fares to compensate for continued high fuel costs or to maintain the ferry's farebox recovery ratio at or above 40%. As HBM retains farebox revenue, the Second Amendment provides a mechanism to ensure that revenues from any fare increase implemented to cover fuel costs are credited to the City.

- **Subsidy:** HBM will receive an operating subsidy of \$310,625 in 12 monthly installments of \$25,885 each (see Table 5).
- **Farebox Recovery Ratio (FRR):** Under the proposed Second Amendment, HBM will receive a total FY 2006/2007 subsidy payment of \$310,625. In addition, the City's non-capital AHBFS costs will be \$435,075. Therefore, total public funding for AHBFS operations will be \$745,700. If farebox revenue is \$584,200, the FRR will be 43.93% (see Table 4).

In July 2005, the City and HBM increased fares, reduced operating expenses and expanded marketing efforts. Due to these steps and based on the subsidy agreement, the AHBFS has exceeded the 40% FRR goal for nine straight months averaging a FRR of 46.5%. Based on these results and discussions with Metropolitan Transportation Commission (MTC), staff has submitted for and expects MTC approval of Regional Measure 1 subsidy grants for FY 2006/2007.

- **Marketing** – The City continues to work with HBM and the Water Transit Authority (WTA) on ferry promotions. The City has just completed a telemarketing survey of participants in last year's Cruise Control Free ride promotion. As a result, the City is sending an additional 28 complimentary rides to first-time riders. In June, the City and the WTA will distribute 11,000 door hangers offering a free trial commute. The AHBFS will also participate in the Spare the Air Free Transit promotion this summer, and in the fall the City will participate in a regional promotion sponsored by the City and the WTA.

A copy of the Second Amendment to the Agreement is on file in the City Clerk's Office.

BUDGET CONSIDERATION/FINANCIAL ANALYSIS

This project is funded under CIP# 621.10. There is no impact to the General Fund associated with AHBFS operations. Public funding for FY 2006/2007 totals \$866,800 (see Tables). The farebox

revenue estimate of \$584,200 assumes continuation of the existing \$.25 fuel surcharge and 127,000 tickets sold at an average cost of \$4.60 each. The AHBF Pro Forma Budget is provided as Table 1.

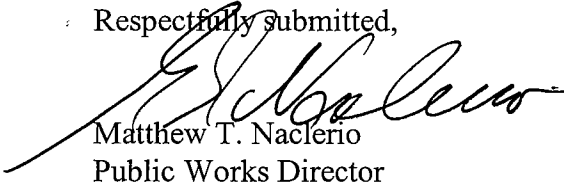
MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

The City's Ferry Service is consistent with the General Plan Transportation Element Guiding Policy 4.3.f.

RECOMMENDATION

Authorize City Manager to Execute Extension of the HBM Ferry Operating Agreement for the Alameda Harbor Bay Ferry (AHBF) and Adopt Associated Budgets.

Respectfully submitted,



Matthew T. Naclerio
Public Works Director

Prepared by,



Ernest Sanchez *by gc*
Ferry Manager

MTN:ES:gc

Attachments

Tables 1-5
Second Amendment to Agreement

cc: Measure B Watchdog Committee

Table 1
AHBF FY '06/07
Operator Expenses

ITEM	FY '06/07 Budget	FY '05/06 Projected	FY 2004/05 Actual
I. Commute Service			
Vessel Expenses			
Fuel (1)	\$0(1)	\$307,799	\$195,300
Labor:			
Wages, P/R taxes, Health, Pension	\$479,000	\$449,742	\$342,680
% of farebox	n.a.	\$20,000	n.a.
Insurance (Vessels)	\$131,000	\$134,510	\$162,460
Vessel Maintenance	\$83,000	\$68,453	\$75,530
Total Vessel Expenses	\$693,000	\$980,504	\$775,990
Non Vessel Expenses			
SF Pier 48 rent	\$12,000	\$11,340	\$11,340
Utilities, auto, legal, payroll processing	\$61,572	\$52,722	\$43,500
Admin Salaries	\$92,000	\$88,272	\$123,170
Ticket printing, web site, directory advertising(2)	\$12,000	\$9,687	\$27,610
Total Non Vessel Expenses	\$177,572	\$162,021	\$205,630
Operator Fees:			
Overhead /Accounting	\$15,000	\$15,000	\$11,670
Operator Contingency	\$9,253	n.a.	n.a.
Total commute cost	\$894,825	\$1,157,525	\$993,300
II. Charter/ Concessions			
Vessel Expenses			
Fuel	\$18,000	\$15,054	\$10,400
Labor	\$16,000	\$18,954	14,620
Insurance	\$2,000	\$2,188	
Vessel Maintenance:	\$12,000	\$14,014	9,570
Total Vessel Expenses	\$48,000	\$50,210	\$34,600
Non Vessel Expenses			
Docking fees (Sacramento, SF)	\$12,000	\$14,002	4,180
Utilities, auto, legal, payroll processing	\$6,000	\$6,307	7,870
Admin Salaries	\$17,000	\$29,000	
Marketing	\$16,000	\$19,366	6,740
Misc. (concessions, catering, ground transportation)	\$62,000	\$65,674	27,360
Total Non Vessel Expenses	\$113,000	\$134,349	\$46,150
Operator Fees:			
Overhead /Accounting	\$105,000	\$105,000	108,320
Operator contingency	\$0	\$0	\$0
Total charter cost	\$266,000	\$289,559	\$189,080
Total (Charter/concessions + Commute)	\$1,160,825	\$1,447,084	\$1,182,390
City Expense	\$556,175	\$171,655	\$188,310
Total (Operator commute only + City)	\$1,451,000	\$1,329,180	\$1,181,620
Revenue	\$1,451,000	\$1,348,599	\$1,133,990
Farebox revenue	\$584,200	\$566,799	\$331,090
Farebox recovery ratio(2)	43.93%	45.61%	29.00%

(1) City to reimburse HBM for actual fuel cost on a Pass-Through basis.

(2) Calculated deducting reserve account deposits.

Note: shaded area items not included in FRR calculation.

Table 2
City Expenses

ITEM	FY 2006/07 Budget	FY '05/06 Projected	FY 2004/05 Actual
Docking fees:			
Ferry Bldg.	\$23,000	\$23,000	\$15,289
Harbor Bay	9,500	9,500	21,600
Fuel (120,000 gals @ \$2.70 ea.)(1)	324,000	n.a	n.a
MUNI	20,000	19,480	13,243
Marketing (excl charter)	25,000	0	16,023
City Admin	29,575	29,575	69,131
Facility Security Officer	0	0	9,000
Office supplies	1,800	1,600	117
Back Up boat	0	0	0
Audit (Maze)			1,905
Misc.	2,200	2,000	2,011
Reserve Accounts			
Vessels			
Express II	15,600	20,000	20,000
Bay Breeze	35,000	36,000	20,000
HB Terminal	30,500	30,500	0
Fuel contingency(1)	40,000	n.a	n.a
subtotal reserves	121,100	86,500	40,000
Total	\$556,175	\$171,655	\$188,319

(1) Beginning 7/1/06, City to reimburse HBM for actual fuel cost on a Pass-Through basis.

Table 3 - FY 2006/07

Source	Amount	Adjustments		
		Less charter & concessions	Less private subsidy	Public funding
MTC RM1-5%	\$450,000			\$450,000
Measure B '04/05 revenue	\$169,400			\$169,400
TIF(1)	\$247,400			\$247,400
HBBPA	\$96,000		\$96,000	
Concessions	\$30,000	\$30,000		
LLMD 84-2 (2)	\$61,444	\$61,444		
Charter	\$150,000	\$150,000		
subtotal	\$1,204,244	\$241,444	\$96,000	\$866,800
Farebox	\$584,200			\$584,200
Total	\$1,788,444			\$1,451,000

(1) Includes: \$40,000 for the HB terminal, \$177,400 for operations, and roll over of \$30,000 from '05/06 budget.

(2) HB ferry terminal maintenance.

Table 4 - Farebox Recovery Ratio (FRR)

ITEM	Amount	Less Capital cost	Net operating cost
Operator costs subsidized by public revenue	\$310,625	\$0	\$310,625
City Expenses	556,175	\$121,100	\$435,075
Total	\$866,800		\$745,700
Farebox revenue	\$584,200		\$584,200
Total operating cost subsidized by farebox and public funds.	\$1,451,000		\$1,329,900
FRR			43.93%

Table 5 - Operator Subsidy

ITEM	FY 2006/07	FY '05/06	FY 2004/05
Operator expenses(1):			
Budgeted	\$894,825	\$1,112,625	\$1,089,344
Actual/ projected	n.a	\$1,157,525	\$993,302
Farebox revenue(1):			
Budgeted	\$584,200	\$498,000	\$470,000
Actual/ projected	n.a	\$566,799	\$331,094
Public subsidy/yearly	\$310,625	\$614,625	\$617,344
Monthly subsidy payment	\$25,885	\$51,219	\$51,445

(1) Commute service only.

ORIGINAL

SECOND AMENDMENT TO
SIXTH AMENDED AND RESTATED OPERATING AGREEMENT
FOR THE ALAMEDA HARBOR BAY FERRY SERVICE

This SECOND AMENDMENT TO SIXTH AMENDED AND RESTATED OPERATING AGREEMENT FOR THE ALAMEDA HARBOR BAY FERRY SERVICE (hereinafter "Second Amendment to Sixth Restated Operating Agreement") is entered into as effective this 1st day of July, 2006, by and between the CITY OF ALAMEDA, a California Municipal Corporation (hereinafter "City"), and HARBOR BAY MARITIME, INC., a California Corporation (hereinafter "HBM").

RECITALS

This Second Amendment to Sixth Restated Operating Agreement is entered into by the parties based on the following facts, understandings and circumstances:

- A. On August 1, 2004, the City and HBM entered into the Sixth Amended and Restated Operating Agreement that stated their updated understandings on issues that had been negotiated with respect to HBM's continuing operation of the Alameda Harbor Bay Ferry Service with vessels owned by the City and using public subsidies obtained by the City (the "Sixth Restated Operating Agreement").
- B. On July 1, 2005, the City and HBM entered into a First Amendment to Sixth Restated Operating Agreement for a first extension period extending from July 1, 2005 through June 30, 2006.
- C. HBM has exercised its option to extend the Sixth Restated Operating Agreement for a second extension period extending from July 1, 2006 through June 30, 2007 and has met all the requirements for such extension as set forth in Paragraph 3.B. of the Sixth Restated Operating Agreement.
- D. The City and HBM desire to further amend the Sixth Restated Operating Agreement to state the terms and conditions applicable to the second extension period of July 1, 2006 through June 30, 2007.
- E. Because of the rapid rise in the costs of fuel for the ferry vessel, volatility in the fuel costs market, and resulting uncertainties that make costs projections difficult, the City and HBM desire to incorporate into this Second Amendment to Sixth Restated Operating Agreement some special provisions to account for managing fuel costs, including structuring fuel costs as a pass-through expense, providing a mechanism to ensure that revenues from any fare increase implemented to cover

fuel costs are credited to the City, and if a higher fuel surcharge should result in a revenue shortfall, providing a process whereby HBM may receive equitable compensation.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. In Paragraph 2, Operational Subsidies, add a new sub-paragraph 2.A.(2) to read as follows:

"A.(2). For Period from July 1, 2006 through June 30, 2007: City agrees that a total of Eight Hundred Sixty-Six Thousand and Eight Hundred Dollars (\$866,800.00) of public funds shall be made available to HBM for the operation of the Alameda Harbor Bay Ferry Service for this time period, of which Four Hundred Fifty Thousand Dollars (\$450,000.00) will come from the FY 2006/2007 Regional Measure 1-5% Reserve Fund program administered by MTC (assuming that the funds are granted by MTC), One Hundred Sixty-Nine Thousand Four Hundred Dollars (\$169,400.00) will come from the Alameda Measure B sales tax program administered by the City, and Two Hundred Forty-Seven Thousand Four Hundred Dollars (\$247,400.00) will come from the TIF, which is administered by the City with the approval of HBM's parent company, Harbor Bay Isle Associates. The approved budget for FY 2006/2007 provides Three Hundred Ten Thousand Six Hundred and Twenty-Five Dollars (\$310,625.00) in general operating subsidies and in addition Five Hundred Fifty-Six Thousand One Hundred and Seventy-Five Dollars (\$556,175.00) in earmarked funds from the total subsidy payments for the following line items of Reserves:

\$ 324,000	- Fuel
40,000	- Fuel reserve
50,600	- Long-term vessel maintenance reserve (See Paragraph 7.B. below)
25,000	- Commuter Marketing (See Paragraph 6.H. below)
20,000	- MUNI transfers (See Paragraph 6.I. below)
23,000	- San Francisco Pier 1/2 docking fees
9,500	- Alameda/Harbor Bay Ferry Terminal docking fees
29,575	- City of Alameda administration fee
0	- Back-up Vessel
2,200	- City of Alameda Audit
1,800	- City of Alameda Office Supplies
<u>30,500</u>	- Long-term terminal maintenance reserve
\$ 556,175	Total Reserves

"The parties hereto acknowledge and agree that these line items of earmarked funds are estimates and can be reallocated between said line items by mutual written consent of the parties.

"The City shall disburse directly the funds earmarked for the MUNI transfers, the San

Francisco Pier 1/2 docking fees, the Alameda/Harbor Bay Ferry Terminal docking fees, the City administration fees, the costs of the City audit, the costs of the City's office supplies, and the long-term terminal maintenance reserves. All remaining funds shall, upon receipt of invoices from HBM to City as described below, be transferred from City to HBM for further disbursement by HBM.

"HBM shall, by the 25th day of the preceding month, deliver two invoices to the City for general operating subsidies. The first invoice for the year shall be in the amount of Twelve Thousand Seven Hundred and Seventy-Five Dollars (\$12,775.00), and the remaining twenty-three (23) invoices shall each be in the amount of Twelve Thousand Nine Hundred and Fifty Dollars (\$12,950.00). The first invoice for each month shall cover the operating period from the 1st to the 15th of the month, and the second invoice for each month shall cover the operating period from the 16th to the end of the month. In addition, HBM shall from time to time as necessary submit separate invoices for any draw-downs of reserve funds earmarked for the special purposes noted above, in sufficient time for the City's review and processing of each progress payment invoice. Each invoice shall specify the prorated portion of the general operating subsidies and the portions of the earmarked funds to be expended in the respective draw period. The City's payments to HBM of the operational subsidies and draw-downs of reserve funds for the Alameda Harbor Bay Ferry Service are scheduled to be made on the 15th and last day of each month. If HBM fails to provide the required number of trips within a respective half-month period, the City will deduct certain amounts as liquidated damages in accordance with Paragraph 6.B. (2) hereof from the next progress payment invoice.

"The City shall reimburse HBM on a monthly basis for the actual cost of vessel fuel purchased for the Alameda Harbor Bay Ferry Service, without any mark-up by HBM or additional charges. Within ten (10) working days following the last day of a month, HBM shall deliver an invoice to the City for the total costs paid for fuel during that month, accompanied by true copies of documentation of the payments made, and the City shall promptly pay HBM the amount stated on the invoice. In addition to the above, City will make an advance fuel costs deposit to HBM in the amount of Thirty Thousand Dollars (\$30,000.00), due and payable no later than July 19, 2006. HBM shall refund this advance deposit to the City within fifteen (15) days after the end of the period ending June 30, 2007, unless the City and HBM agree to roll the advance fuel costs deposit over into a subsequent period of the Operating Agreement."

2. In Paragraph 6.A., Minimum Levels of Service, add a new sub-paragraph 6.A.(4) to read as follows:

"A.(4). During Period from July 1, 2006 - June 30, 2007: During the second extension term of the Sixth Restated Operating Agreement (i.e., from July 1, 2006 through June 30, 2007), HBM shall provide a minimum of three (3) trips in the morning (between 6:00 a.m. and 9:00 a.m. departing Alameda) and four (4) trips in the afternoon (between 4:00 p.m. and 8:00 p.m. departing San Francisco) per weekday on the Alameda Harbor Bay Ferry Service, holidays

excepted, subject to the Force Majeure provisions of Section 6.K. hereof."

3. In Section 6.C., Passenger Fares, add a new subsection (3) to read as follows:

"(3) During the second extension term of the Sixth Restated Operating Agreement (i.e., from July 1, 2006 through June 30, 2007), HBM shall collect passenger fares at the rates shown on its current Tariff approved by and on file with the California Public Utilities Commission ("CPUC"), a copy of which is attached hereto as Exhibit "A," which includes a partial fuel surcharge to cover the significant increases in diesel fuel prices experienced by the ferry passenger industry and which has been authorized by the CPUC and approved by the City. During any extension terms hereof, HBM shall be solely responsible for obtaining any approvals of fares or fare changes which HBM as a Vessel Common Carrier may need from the CPUC. The City Council shall have the right of approval of any changes to the passenger fares of the Alameda Harbor Bay Ferry Service.

"If the City Council authorizes HBM to raise passenger fares to compensate for continued high fuel costs and HBM obtains authorization from the CPUC for the fare increase and implements the fare increase within this period, any additional revenues allocated to cover fuel costs shall be credited to the fuel and fuel reserves line items in the approved budget stated in Paragraph 6.A.(2) above, and any surplus funds remaining in such line items at the end of this period shall be returned to the City or applied to other new expense items of the Alameda Harbor Bay Ferry Service not included in the original budget as determined by the City at its sole discretion. However, if the number of passenger tickets sold falls below the projected number of 127,000 for the year and if this shortfall is due primarily to an increased fuel surcharge, the City and HBM shall meet and confer in good faith to negotiate equitable compensation to HBM for that portion of ticket sales decline due solely to the City's implemented fuel surcharge; provided, however, that HBM will not be entitled to compensation if the decline in paying passengers is due primarily to other factors, such as significant instances or patterns of service disruptions, trip cancellations or delays, late performance, job losses, a turndown in the national or regional economy, contagious disease outbreaks, or acts of terrorism.

"If fuel prices should decrease to the point where the CPUC terminates the authority to charge passengers a fuel costs surcharge and HBM is required to reduce its fares below those stated in its current Tariff on file with the CPUC and as shown on Exhibit "A" attached hereto, and if there is not a corresponding increase in the number of fare-paying riders on the service due to lower fares, HBM and the City shall meet and confer in good faith to consider whether there should be an increase in the amount of subsidies paid to HBM to cover ongoing operational expenses or alternatively City approval of an increase in base fares or of a reduced level of service."

4. Except as expressly modified herein, all the other terms and conditions set forth in the

Sixth Restated Operating Agreement as previously amended by the First Amendment to Sixth Operating Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, City and HBM have executed this SECOND AMENDMENT TO SIXTH RESTATED OPERATING AGREEMENT FOR THE ALAMEDA HARBOR BAY FERRY SERVICE effective as of the day and year first above written.


City: THE CITY OF ALAMEDA, a California municipal corporation

By: _____
Debra Kurita

Its: City Manager

Date: _____, 2006

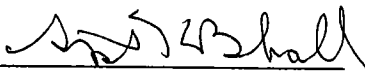
RECOMMENDED FOR APPROVAL:


Matthew T. Naclerio

Its: Public Works Director

APPROVED AS TO FORM: _____
Alameda City Attorney

HBM: HARBOR BAY MARITIME, INC., a California corporation

By: 
Stephen K. Brimhall

Its: President

Date: May 9, 2006

HARBOR BAY MARITIME**VCC - 0069**Eighth Revised Page 6 -
With Supplement for Fuel SurchargeCal. P.U.C. No. 1
ITEM NO. 80**PASSENGER FARES FOR SCHEDULED SERVICE**
In Dollars and Cents Per Passenger

Service between the Harbor Bay Ferry Terminal in Alameda on the one hand and San Francisco Pier ½ on the other hand.

	<u>Base Fare*</u>	<u>With Partial Fuel Surcharge**</u>
<u>One Way Gross Passenger Fares</u>		
Persons over 12 and under 62 years of age	\$5.75	\$6.00
Persons over 5 and under 12 years of age	\$2.75	\$3.00
Persons over 62 years of age	\$3.25	\$3.50
Military personnel	\$4.50	\$4.75
Handicapped persons	\$3.25	\$3.50
<u>Discount Packages</u>		
Weekly commute book (10 tickets)	\$48.00	\$50.00
Semi-monthly commute book (20 tickets)	\$85.00	\$90.00
Monthly Pass	\$155.00	\$165.00

* Application No. 05-08-036 for base fare increase approved by P.U.C. Decision No. 05-10-035 dated October 27, 2005.

** Authority to adjust fares by adding a reasonable surcharge to recover increased fuel costs extended for an additional one year running until December 1, 2006 and revised to increase the zone of reasonableness of the surcharge to 20% above the base fares by P.U.C. Resolution TL-19066 adopted on December 1, 2005. For this Supplement, Harbor Bay Maritime is adding a surcharge that is only a portion of the full authority to increase fares to recover fuel costs.

ISSUED AND FILED WITH P.U.C.: December 27, 2005

EFFECTIVE: January 1, 2006

Issued by Stephen K. Brimhall, President
Harbor Bay Maritime
1141 Harbor Bay Parkway, Suite 221
Alameda, CA 94502

EXHIBIT A

CITY OF ALAMEDA

MEMORANDUM

Date: June 6, 2006

To: Honorable Mayor and
Councilmembers

From: Debra Kurita
City Manager

Re: Recommendation to Authorize City Manager to Enter Into Negotiations with the Bay Area Water Transit Authority (WTA) for the Transfer of the City's Ferry Service to the WTA

BACKGROUND

In 2005, City Council directed City staff to begin preliminary discussions with the Bay Area Water Transit Authority (WTA) regarding transferring the operations of the City's ferry services. The transfer would include both ferry services (Harbor Bay and Alameda/Oakland), all four City-owned vessels and both City ferry terminal facilities. On April 27, 2006, the WTA Board authorized its staff to enter into formal negotiation with the City for the transfer of the services.

DISCUSSION

Staff held public meetings on March 30 and April 5, 2006 and issued a request for e-mail comment through our ferry rider contact lists to elicit public comment on the potential WTA transfer. Approximately 19 riders attended the meetings and another four submitted comments via e-mail. Comments generally reflected questions on the benefits associated with the transfer; potential rider impacts related to increased fares, reduced service, changed schedules, assignment of different boats to the service; and the potential elimination of the Harbor Bay Ferry Service. Some riders asked that the City explore other options such as City/WTA joint powers administration of the services or continuation of City administration of existing service combined with WTA administration of expanded service.

BUDGET CONSIDERATION/FINANCIAL ANALYSIS

The City ferry services are funded through farebox revenue, grants, Measure B and Transportation Improvement Funds. The negotiations with WTA will determine which, if any, of the current funding sources continue to be dedicated to the ferry services.

MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

The City's Ferry Service is consistent with the General Plan Transportation Element Guiding Policy 4.3.f.

Report 5-B (4)
6-6-06

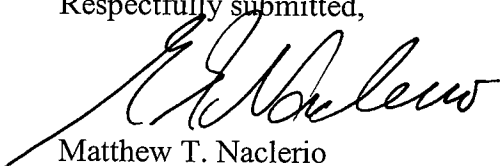
Honorable Mayor and
Councilmembers

Page 2
June 6, 2006

RECOMMENDATION

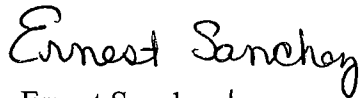
Authorize City Manager to enter into negotiations with the Bay Area Water Transit Authority (WTA) for the transfer of the City's Ferry Service to the WTA.

Respectfully submitted,



Matthew T. Naclerio
Public Works Director

Prepared by,



Ernest Sanchez *by gc*
Ferry Manager

MTN:ES:gc

cc Measure B Watchdog Committee

CITY OF ALAMEDA

MEMORANDUM

Date: June 6, 2006

To: Honorable Mayor and
Councilmembers

From: Debra Kurita
City Manager

Re: Resolution to Apply for Five Percent Unrestricted State Funds and Two Percent Bridge Toll Revenue Funds for Operating Subsidy and Capital Projects for the City of Alameda Ferry Services, and Authorize City Manager to Enter into All Agreements Necessary to Secure These Funds

BACKGROUND

In November 1989, voters approved Regional Measure 1 (RM1), authorizing a toll increase of \$1.00 for vehicles on all state-owned bridges in the Bay Area. A maximum of three percent of the revenues derived from the toll increase were made available for transportation projects that reduce congestion on these bridges. The Metropolitan Transportation Commission (MTC) approves projects and distributes RM1 Bridge Toll Funds. The RM1 Funds are divided into north and south bridge groups and into operating funds and capital funds. Alameda Ferry Services are eligible for the southern bridge group operating and capital funds.

On March 6, 2006 MTC issued a Call for Projects for FY 2006/2007 funding with an application deadline of March 24, 2006. Staff submitted a draft application to meet the deadline with the understanding that the application would be modified based on City Council's review and approval of the Funding Agreements for the City's Ferry Services.

DISCUSSION

- I. Applications for Operating Funds: MTC estimates that Southern bridge group operating funds will be \$1,562,574.
 - a. Alameda/Oakland Ferry Service (AOFS) – The City requests \$1,112,574 in RM1 revenue. The AOFS operating budget is estimated at \$3,862,309. The final pro forma budget will be submitted to Council for consideration in June. Projected revenue consisted of:
 - RM1 - \$1,112,574;
 - Measure B - \$768,530;
 - Port of Oakland - \$83,325; and
 - Revenue (farebox, rental fees) - \$1,897,880.

**Re: Reso 5-B
6-6-06**

- b. Alameda/Harbor Bay Ferry (AHBF) - The City requests \$450,000 in RM1 revenue. The AHBF operating budget is estimated at \$1,396,800. The final pro forma budget will be submitted to Council for consideration in June. Projected revenue consisted of:
- RM1- \$450,000;
 - Measure B - \$169,400;
 - Transportation Improvement Fund (TIF) - \$217,400; and
 - Farebox revenue - \$560,000.

- II. Application for Capital Projects: Southern bridge group funds available for capital projects are \$484,458. The City is submitting four capital projects for RM1-2% funding. These are:
- a. Harbor Bay Terminal Weather Protection – This project provides installation of an overhead awning and Plexiglas side wind protection on the terminal gangway. Total project cost and RM1-2% request is \$74,750.
 - b. Bay Breeze Modifications and Upgrades – This project provides for painting of the house exterior, replacement of carpets, pilothouse windows, door frames and some seating, modifications of the rest room, oil pan gasket and snack bar. Total project cost and RM1-2% request is \$196,550.
 - c. Encinal Modifications and Upgrades – This project provides for installation of radar and a generator, upgrade of the rest rooms, and painting of sections of the passenger cabin. Total project cost and RM1-2% request is \$171,518.
 - d. City of Alameda Ferry Fleet Spare Equipment - This project provides for purchase of two CCTV units (security upgrade), dock fenders, repeaters for wing stations and four defibrillators. Total project cost and RM1-2% request is \$41,640.

Total RM1-2% request is \$484,458.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Alameda/Oakland Ferry Service:

The AOFS is budgeted under CIP# 621.20. The RM1 grant request is for \$1,112,574. The AOFS is funded through RM1, Measure B, farebox revenue and a contribution from the Port of Oakland.

Alameda Harbor Bay Ferry:

The AHBFS is budgeted under CIP# 621.10. The RM1 grant request is for \$450,000. The AHBFS is funded through RM1, Measure B, TIF, Lighting & Landscape Assessment District 82-4 and farebox revenue.

Capital Projects:

The City is submitting five capital projects at a total cost of \$484,458. If approved by MTC, these projects are funded entirely through RM1-2% grants.

ENVIRONMENTAL COMPLIANCE

These projects are categorically exempt under California Environmental Quality Act (CEQA), Section 15301 because they maintain existing ferry services or existing marine facilities.

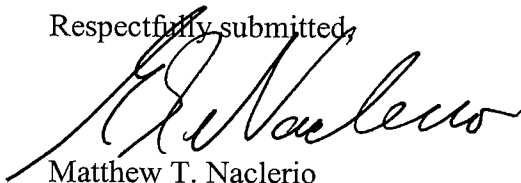
MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

The City's Ferry Service is consistent with the General Plan Transportation Element Guiding Policy 4.3.f.

RECOMMENDATION

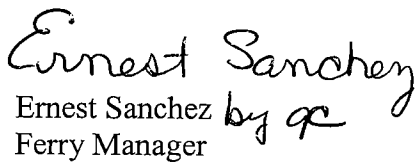
Adopt a resolution to apply for five percent unrestricted state funds and two percent bridge toll revenue funds for operating subsidy and capital projects for the City of Alameda Ferry Services, and authorize the City Manager to enter into all agreements necessary to secure these funds.

Respectfully submitted,



Matthew T. Naclerio
Public Works Director

Prepared by,



Ernest Sanchez
Ferry Manager

MTN:ES:gc

cc: Measure B Watchdog Committee

CITY OF ALAMEDA RESOLUTION NO. _____

AUTHORIZING THE CITY MANAGER TO APPLY FOR REGIONAL MEASURE 1 BRIDGE TOLL FUNDS, INCLUDING FIVE PERCENT UNRESTRICTED STATE FUNDS AND TWO PERCENT BRIDGE TOLL RESERVE FUNDS FOR OPERATING SUBSIDY AND CAPITAL PROJECTS FOR CITY OF ALAMEDA FERRY SERVICES AND TO ENTER INTO ALL AGREEMENTS NECESSARY TO SECURE THESE FUNDS FOR FY 2006/07

WHEREAS, Regional Measure 1 (November 1988) created revenues for allocation by Metropolitan Transportation Commission; and

WHEREAS, the monies can be used to fund planning, operating and capital projects for water transit purposes which are designed to reduce vehicular traffic on the bridges; and

WHEREAS, the public entities are eligible applicants; and

WHEREAS, the City of Alameda operates the Alameda/Oakland Ferry Service and the Alameda Harbor Bay Ferry Service; and

WHEREAS, staff has identified the need for an operational subsidy for these ferry services; and

WHEREAS, the City has identified the need for six capital projects necessary for the efficient operation of these ferry services;

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Alameda does hereby approve the applications for both the Alameda Harbor Bay Ferry Service and the Alameda/Oakland Ferry Service for FY 2006/07 and authorizes the City Manager to apply for Five Percent Unrestricted State Funds and Two Percent Bridge Toll Revenue Funds for Operating Subsidy and Capital Projects to enter into all agreements necessary to secure these funds.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to forward a certified copy of this resolution to the Metropolitan Transportation Commission.

* * * * *

Resolution #5-B
6-6-06

Approved as to Form

CITY ATTORNEY

Delia L. Smith

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the 6th day of June, 2006, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 6th day of June 2006.

Lara Weisiger, City Clerk
City of Alameda

CITY OF ALAMEDA

MEMORANDUM

DATE: June 6, 2006

TO: Honorable Mayor and
Councilmembers

FROM: Debra Kurita
City Manager

RE: A Report to the City Council on a Review of Policies Regarding Naming of
City Facilities

BACKGROUND

On January 3, 2006, City Council requested that staff agendize a review of the current policies regarding the naming of city facilities and streets. The current City policy assigns responsibility for recommending names for City facilities to various boards or commissions. Each of these individual groups submits recommendations for naming facilities within their specific area of interest. The Alameda Municipal Code Section 30-84.5 defines the guidelines for the naming of City streets. The following boards and commissions currently provide recommendations to the City Council for final approval:

Commission/Board	Facilities/Streets
Golf Commission	Golf Complex and Associated Facilities
Housing Commission	Housing Authority Sites
Library Board	Libraries
Planning Board	Streets
Public Utilities Board	Alameda Power & Telecom Facilities
Recreation and Park Commission	City Parks, Swim Centers, Athletic Fields

The current City policy for naming facilities establishes the following criteria:

- a. A name which reflects the location of the facility by geographic area.
- b. A name which reflects the history of a facility such as the family name of the builder, developer, or person who may have donated the land.

**Report 5-C
6-6-06**

- c. A name which recognizes a significant contributor to the advancement of the City such as a former Mayor, Councilmember, Board/Commission member, officers or employees of the City, excluding a person currently holding the position.
- d. A name which is listed on the City of Alameda Street Naming Policy.

When a request to rename a facility is received the policy requires a review of potential impacts and a history of how the name was conceived. Consideration is given to the potential impacts the proposed change would have on local neighborhoods.

In September 1974, City Council adopted Ordinance 1728 establishing that "All street names must be approved by the Planning Board. No duplication of street names shall be permitted." In May 1983, Council adopted Resolution 10037 approving and adopting a City of Alameda Street Naming Policy. This policy established criteria for creation of a list of names associated with Alameda and its history. Copies of the Policy for Naming City Facilities, Street Naming Policy, and the official list of potential street names are attached.

In 1990, Council made two significant changes to the Street Naming Policy:

- 1. Additions or deletions to the list shall be approved by the Historical Advisory Board, based upon written documentation of the historic importance of the name in Alameda history.
- 2. Street names shall be approved by the Planning Board based on the list of Possible Street Names. However, any change to an existing name, which would affect the addressing of any existing business or residence, shall require City Council and Planning Board approval.

DISCUSSION/ANALYSIS

In order to obtain information from a wide range of municipalities and public agencies staff surveyed more than 20 jurisdictions regarding their policies for naming City facilities and streets. Among those surveyed were local areas such as Berkeley, San Leandro and San Ramon, along with representatives from southern California, Oregon, Washington, and the east coast. The results are summarized and in two sections. The first section relates to city facilities such as parks and community buildings and the second is specific to street naming. The following information is a summary of the survey:

Parks and Community Facilities

- 1. Authority for naming Parks and Facilities - Most organizations have placed the authority for collecting, analyzing, and recommending potential names with some type of advisory board or commission. The results are then forwarded to the governing body, such as the city council or board of directors for final approval.

2. Criteria for selection - The following classifications for selecting a name are utilized by the vast majority of the jurisdictions surveyed:
 - a. Figures of historical significance including federal, state, and local politicians or heroes.
 - b. Symbols of historical significance or landmarks.
 - c. Features of significant geographical reference points such as adjacent street names, school district facilities, or names of subdivisions in which the facility is located.
 - d. Individuals who have made a significant and lasting contribution to the community. The vast majority of entities limit the naming of facilities to those who have been deceased for a minimum of one year. The minority will entertain the naming of sites for those still living on a case-by-case basis.
 - e. In general guidelines, new park names should not be similar to any existing name and changing the name of an existing facility can only be achieved by a majority vote of the governing body.

Street Naming Survey Results

1. Authority for Naming Streets - Most entities have assigned the responsibility of naming streets with an advisory board or commission with the most common of these being the Planning Board. Suggested names are then forwarded to the City Council or governing body for final approval.
2. Criteria for Selection - The majority of the organizations surveyed use the following criteria when selecting street names:
 - a. Historic names or names that refer to geographic features.
 - b. Figures of significance including local, state, federal, and national politicians or military heroes.
 - c. Names submitted by the developer.
 - d. Each jurisdiction establishes definitions for terms such as Street, Avenue, Boulevard, Road, Court, and Lane.
 - e. Names that are simple to spell and pronounce.
 - f. Names are not duplicated.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The implementation of policies governing the naming of City facilities would be absorbed within various General Fund Departments.

MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

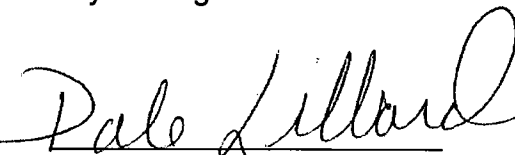
This policy complements the Alameda Municipal Code Section 30-84.5, governing the naming of City streets and the existing policy for naming other City facilities.

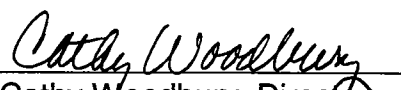
RECOMMENDATION

Review the policies regarding naming of City facilities and streets and provide direction to staff.

Respectfully submitted,

Debra Kurita
City Manager

By: 
Dale Lillard, Acting Director
Recreation & Park Department

By: 
Cathy Woodbury, Director
Planning & Building Director

DK:DL:bf

Attachments



City of Alameda

California

POLICY FOR NAMING CITY PROPERTY

INTRODUCTION:

It is the City of Alameda's desire to establish a uniform policy to name City facilities and portions thereof, including but not limited to: Parks and Park facilities, Golf Complex, Bureau of Electricity facilities, Libraries, Housing Authority facilities, fire stations, City Hall, Police Department facilities, parking lots, ferry terminals, City streets and entryways to the City.

PURPOSE:

It is the City of Alameda's desire to honor persons and/or events in the history of the City by naming City facilities after them. This process acknowledges and memorializes a specific person or event and enhances the value and heritage of the City.

PROCEDURES:

Boards and Commissions represent the community, and have direct responsibility for various City facilities as prescribed in the City Charter and Alameda Municipal Code. The Boards/Commissions most closely related to these facilities will make the name recommendation to the Council. It shall be the responsibility of the following Boards/Commissions to make recommendations to the City Council on naming these City facilities:

Recreation Commission – City Parks, Swim Centers, Boat Ramps

Golf Commission – Golf Complex and Associated Facilities

Public Utilities Board – Bureau of Electricity Facilities

Library Board – Libraries

Housing Commission – Housing Authority Facilities

Planning Board – Streets and all other City facilities

Groups from within the community and individuals may make recommendation to the Board/Commission at the time consideration is given to naming a facility and may initiate such action. The Board/Commission will then forward their recommendation to the City Council.

If a facility does not have a connection to a Board/Commission, the Planning Board will be the body which makes a name recommendation to the City Council. The Planning Board will continue to be responsible for making street name recommendations to the City Council using the existing Street Naming Policy, which is incorporated herein by reference.

The Historical Advisory Board will continue to add to the pool of suggested names available for selection to name City property.

The City Council will make the final decision to name a City facility. Recommendations may come from Boards and Commissions. The City Council will consider a recommendation for naming a City facility, at a public meeting in order to receive comments in an open forum.

CRITERIA:

In selecting the name for a City facility, the following criteria will be used:

A name which reflects the location of the facility by geographic area;

A name which reflects the history of a facility such as the family name of the builder, developer or person who may have donated the land;

A name which recognizes a significant contributor to the advancement of the City, such as a former Mayor, Councilmember, Board/Commission Member, officers or employees of the City, excluding a person holding the position currently;

A name which is listed on the Street Naming Policy of the City of Alameda.

RENAMING CITY PROPERTY:

Should the City contemplate renaming a City property which is names, research will be done to determine how the existing name was conceived, and consideration will be given to the impact on the adjacent neighborhoods. At that time, it will be at the discretion of the Council whether or not to rename a City property or facility.

CITY OF ALAMEDA
STREET NAMING POLICY

A. GENERAL CONSIDERATIONS

1. Priority shall be given to utilizing street names which represent persons, places or events associated with the historical development of the City of Alameda.

Only names which appear on the list of Possible Street Names shall be utilized for the naming of new streets or renaming of existing streets. Additions or deletions to the List shall be approved by the Historical Advisory Board, based on written documentation of the historic importance of the name in Alameda history.

2. Street names shall be approved by the Planning Board based on the list of Possible Street Names. However, any change to an existing street name, which would affect the addressing of any existing business or residence, shall require City Council in addition to Planning Board approval.

Where feasible and appropriate, historic street names shall be chosen which directly relate to that portion of the City in which the street to be named is located.

3. Consistency in naming shall be maintained within a Subdivision Tract, Planned Development, or other development or geographic area where street name themes currently exist, are planned or are discernible.
4. Street names shall remain the same across intersecting streets.
5. The use of the same name but different suffices for adjacent streets shall be avoided, with the exception of a small court or cul-de-sac adjacent to a main road. For example, Brighton Court off Brighton Road.
6. A street name shall not intersect another street name at more than one location. The use of circle or loop as a suffix is not encouraged except under limited, specific design situations.
7. Similarly spelled or pronounced street names shall be avoided within the City.
8. The number of letters in the street name, including suffix, shall be compatible with the physical limitations of street name signs used in the City.

B. SUFFIX DESIGNATION

1. In general, street names should include a suffix, such as those following, to clearly indicate that it is part of the vehicular circulation system and to minimize the possibility of confusion with development or project place names. Names lacking such suffices or ending in such words as Harbor, Isle, or Point are not encouraged, except to retain the continuity of established naming schemes. Such names, those utilizing terms from other languages such as Emvarcadero, Camino and Via, and other non-typical names shall be considered individually for appropriateness, merit, and general conformance to this policy.
2. Cul-de-sac or short dead-end streets
 - a. Court
 - b. Place
 - c. Terrace
 - d. Square
3. Short connecting streets generally less than 1,000 feet in length
 - a. Lane
4. Curvilinear streets, generally through or connecting and of higher capacity.
 - a. Drive
 - b. Way
 - c. Parkway
 - d. Boulevard
5. Street running diagonally to an established grid system.
 - a. Road
 - b. Way
6. Generally north-south grid streets.
 - a. Street
7. Generally east-west streets.
 - a. Avenue

OFFICIAL NAMING LIST FOR CITY FACILITIES AND STREETS

I. AVAILABLE NAMES

1. Early Inhabitants/Owners/Founders

Maitre

2. Early Settlers

Doane
Pancoast
Peck

3. BFI Families

Lemas
Titlow

4. A. Families/Businesses

Boehmer
Fassking (hotel)
Krauth (editor)
Liese
Mazzine (hardware)
Murtz
Musso (garbage collection)
Schuetzen (parks)
Steinmeltz (local stores)
Strom (electric)
Traube
Trenor
Zunino

B. Industries

Barnes & Tibbetts
Borax
Dickie Brothers

5. Landowners/Tracts

Jenks and Mead
Sather
Teutonia Park
Vischer

6. Landmarks/Nostalgia

Bolsa de Encinal
Meetz (Horse Car Line)
Watermelon Excursion

A. World War II era songs

Red Sails (in the sunset)

B. Historic Street Names no Longer in Use

Locust

C. Former East Housing Street Names

Oceana – may be used for Housing Authority project at Catellus
Vernalis

D. Historical NAS Street Names

Arizona
El Toro
Guam
Ingersoll
Perimeter

E. Names of the Alaska Packer's Star Fleet (full names of ships shall be used))

George Skolfield
Llewellyn J. Morse
Bohemia
Indiana
Tacoma
Himalaya
La Escocesa
Star of Alaska
Star of Bengal
Star of India

Star of Chile
Star of England
Star of France
Star of Holland
Star of Italy
Star of Greenland
Star of Iceland
Star of Peru
Star of Russia
Star of Scotland
Star of Lapland
Star of Finland
Star of Zealand
Star of Poland
Star of Falkland
Star of Shetland

7. Streamers/Ferries

Contra Costa
Newark
Oakland
Thoroughfare
Transit

8. Aquatic

A. Beaches/Baths

Schubutzer Park
Terrace Baths

B. Swimmers

Nell Schmidt

9. Women

Mabel Tennant (maternity home)
Kate Van Orden (Alameda Hospital)

10. Architects

Morgan
Newsom

Slacombe
Werner, Carl

11. Builders & Designers

Arada, Thomas
Bamman, Fred
Benseman, George
Bones, J.W.
Delanoy & Randlett
Haulman, Royal
Kopf, Ben
Leboyd, William G.
Murdock, Hamilton
Strang Brothers

12. Civic Leaders

(Father Wilfred) Hodgkin
(Andy) Pagano
(Jessica) Persoff
(Cal) Santare

13. Native Fauna/Flora

Bittern
Grebe
Murre
Clapper Rail
Stilt

14. Aircrafts and Ships

A. Navy Ships

B. Naval Ship types

Battleship
Carrier
Cruiser
Submarine

C. Aircrafts – Commercial

China Clipper

D. Aircraft Carriers

15. Writers with Alameda Association

II. USED NAMES

Alaska Packers
Anderson, Paul
Annapolis
Ansel (electric)
Appezato, Ralph J. (civic leader)
Arkansas (navy related)
Austin (historic street names no longer in use)
Avocet (native shorebird)
Bainbridge (Navy Related)
Barber's Point
Barker (furniture)
Bartlett
Bertero (families/businesses)
Bird
Bosshard (Board of Education, City Clerk)
Brower (Early Settlers)
Bruzzone (Prominent in 1860's)
Bryant (historic street names no longer in use)
Cerruti
Challen, Alice (prominent physician)
Chicago (Navy related)
Chipman (early inhabitants)
Cimarron (Navy related)
Cleveland (Navy related)
Cohen (R.R.)
Cole, Mark T. (builders/designers)
Coral Sea (aircraft carrier)
Cormorant (native shorebird)
Cornelius, A.W. (builders/designers)
Corpus Christi (Navy related)
Costanoan (local Native American tribe)
Cotati (Navy Related)

Kate Creedon (Alameda Hospital)
Curlaw (native shorebird)
Davey, Robert J., Jr. (Police Officer killed in line of duty)
Decatur (Navy related)
DeCelle, Robert II (Alamedan killed in Viet Nam)
DiGiorgio (BFI family)
Dodge (NAS commander at time of base closure)
Dolphin (former NAS street name)
Dow (pump works)
Dowitcher (native shorebird)
Dowling, Sid (builders/designers)
Drum
Dufour, William (builders/designers)
Dunlin (native shorebird)
Egret (native shorebird)
El Capitan (streamers/ferry)
Ellen Craig (Historic Steamer/Ferry)
Ellis
Emeric (early settlers)
Enterprise (aircraft carrier)
Essex (Navy related)
Evans
Fallon (Navy related)
Ferry
Fitch (early landowner)
Flint
Fletcher, Mary
Fulton (historical NAS street name)
Gilman, Leo & Ralph (swimmers)
Glenview (historical NAS street name)
Gompers (Navy related)
Gonsalves, Robert (Alamedan killed WW II)
Greenwald (families/businesses)
Gresham (Police Officer killed in line of duty, reserved for Alameda Point)
Haile (early settlers)
Hamilton (architects)
Hancock
Hatfield (architect)
Hays
Hecker
Hercules (gas engines)
Heron (native shorebird)
Hillery (native Alamedan murdered performing her duties as a USDA Compliance officer)
Hollister (Navy related)

Holtz
Hope
Hornet (Aircraft Carrier)
Jouett (historical NAS street name)
Kansas City (Navy related)
Killdeer (native shorebird)
Kingfisher (native shorebird)
Kinkaid (historical NAS street name)
Kirk
Kiska (Navy related)
Kollman
Lawrence
Lemoore (Navy related)
Lexington (Navy related)
Lina (historic street names no longer in use)
London, Jack (writers with Alameda association)
Mall
Mallard (native shorebird)
Mars (Navy related)
Matson (industries)
McMurty
Memphis (historical NAS street name)
Midway (aircraft carrier)
Miramar (Navy related)
Monarch (iron works)
Monterey (Navy related)
Moonlight (Serenade -- WWII era song)
Moore (Navy related)
Mosley
Mount Hood (Navy related)
Mulvany (historic property owner of NAS property)
Nakayama, Minoru (Alamedan killed in WWII)
Navy
Neptune Gardens (beaches/baths)
Nevada (Navy related)
Newport (Navy related)
Nimitz (aircraft carrier)
Norfolk (historic NAS street name)
Ohlone (local Native American tribe)
Ohio (Navy related)
Oriskany (Navy related)
Pan Am
Pearl Harbor
Pelican (native shorebird)
Pensacola (Navy related)

Percy (architects)
 Pioneer
 Pine (historic street names no longer in use)
 Pickrell, J.W. (builders/designers)
 Plover (native shorebird)
 Pomeroy (Industries)
 Pyro (Navy related)
 Railroad (former name of Lincoln) (historic street name no longer in use)
 Rainbow (WWII era song)
 Ranger (BFI)
 Red Jacket (streamers/ferries)
 Red Line (transit related)
 Roanoake (Navy related)
 Rosefield (Skippy Peanut Butter)
 Ross
 Roth, Conrad (builders & designers)
 Sacramento (Navy related)
 San Diego (Navy related)
 Sanderling (native shorebird)
 Sandpiper (native shorebird)
 San Pedro (Navy related)
 Santa Rosa (Navy related)
 Schooner
 Schroeder (water) (families/businesses)
 Sea Horse (navy related)
 Seagull (native shorebird)
 Seaplane Lagoon (navy related)
 Seattle (Navy related)
 Seebeck (families/businesses)
 Serenade (Moonlight Serenade - WWII era song)
 Sharon
 Singleton (Navy related)
 Siegfried (artist)
 Spalding (editor, owner, Times-Star)
 Stardust(Melody - WWII era song)
 Stevenson, Robert Louis (writers with Alameda association)
 Sunrise
 Sweeney, Neil Patrick (Civic leader)
 Sweet
 Swift (native shorebird)
 Teal (native shorebird)
 Tern (native shorebird)
 Texas (Navy related)
 Todd (Todd Shipyard/Main Street)
 Tower (Navy related)

Trident (name of room at NAS Officer's Club)
Tripoli (navy related)
Tucker (families/businesses)
Tuttle (architect)
Vernalis (navy related)
Volberg (West End business)
Washoe (Historic Ferry)
Water Works (History/nostalgia)
Weiss
Whimbrel (native shorebird)
Wichita (Navy related)
Willet (native shorebird)
Winant (BFI Oyster Farmer)
Wright, George Alexander (architect)

Revised: 21 April 2003

G:\hab\lists\streetna

CITY OF ALAMEDA

Memorandum

June 6, 2006

To: Honorable Mayor and
Members of the City Council

From: Debra Kurita
City Manager

Subject: Opposing State Legislation to Permit the Towing of Triple Tractor Trailers on
State Highways in California

BACKGROUND

Legislation is being proposed to allow triple tractor trailer vehicles to travel along California's state highways via truck-only lanes, which are likely to have increased accident involvement rates at least 11% higher than today's single tractor trailers according to the United States Department of Transportation (USDOT). While previous State legislation was narrowly defeated, new legislation is being re-introduced to authorize the California Department of Transportation (CalTrans), as well as other regional transportation entities, to enter into public-private partnership agreements to construct truck-only lanes which will allow triple tractor trailers to travel on our State roads.

DISCUSSION

Current California law prohibits operations of triple-trailer trucks and other longer combination vehicles (LCVs) and limits the weight and length of all trucks allowed on state highways. The proposal under consideration in Sacramento would overturn some of these important highway safety provisions and allow LCVs in our state. The League of California Cities (LCC) opposes all efforts that allow vehicles that will jeopardize the integrity of the public infrastructure or the health and safety of the motoring public on the road. Truck safety is important because these vehicles share county roads and city streets with road users such as motorists, pedestrians, cyclists, motorcyclists and bus riders throughout California. The League of California Cities has requested that California cities adopt a resolution to transmit to our State legislators to inform them of our opposition against any future legislation that would allow triple tractor trailers to travel on our State roads via truck-only lanes.

**Re: Reso 5-D
6-6-06**

BUDGET CONSIDERATION/FINANCIAL IMPACT

Bigger and heavier trucks will cause greater acceleration in the deterioration of California's highways, roads, and bridges, causing serious and expensive damage to such highways, roads and bridges. There will be no direct impact on the General Fund.

RECOMMENDATION

Adopt a resolution opposing State legislation to permit the towing of triple tractor trailers on State highways in California.

Respectfully submitted,

Debra Kurita
City Manager

A handwritten signature in black ink, appearing to read "Lucretia Akil", written over the printed name.

By: Lucretia Akil
Acting Assistant to the City Manager

DK:LA

CITY OF ALAMEDA RESOLUTION NO. _____

OPPOSING STATE LEGISLATION TO PERMIT THE TOWING OF TRIPLE TRACTOR
TRAILERS ON STATE HIGHWAYS IN CALIFORNIA

Approved as to Form


CITY ATTORNEY

WHEREAS, The City Council of the City of Alameda is concerned for the health, welfare and safety of the City and its residents; and

WHEREAS, The City Council is aware that state legislation is being proposed to increase the size, weight, and number of trailers which may be towed by commercial trucks on state highways in California; and

WHEREAS, The City Council believes that bigger and heavier trucks pose a serious threat to highway safety because of their added weight and inherent instability, increasing the likelihood of more accidents and more fatalities in such accidents; and

WHEREAS, bigger and heavier trucks towing additional tractor trailers will contribute to the deterioration of California's highways, roads, and bridges, causing serious damage to such highways, roads and bridges, which will be costly to repair; and

WHEREAS, the City recognizes and supports the League of California Cities' position opposing all efforts to legislatively increase the permitted weight and size of commercial vehicles including the number of towed tractor trailers, specifically "triple tractor trailers," as such increased size and weight of vehicles, including towed tractor trailers, on the state highways will jeopardize the integrity of the public infrastructure and safety of the motoring public on the road.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Alameda does hereby oppose to any proposals or legislation at any level of government which would allow increases in the size and weight of trucks and number of tractor trailers permitted on state highways.

BE IT FURTHER RESOLVED that, the City Clerk is directed to send copies of this Resolution to the Governor, our State Legislators and the League of California Cities.

* * * * *

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the _____ day of _____, 2006, by the following vote to wit:

AYES

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the seal of said City this ____ day of _____, 2006.

Lara Weisiger, City Clerk
City of Alameda

UNAPPROVED MINUTES

MINUTES OF THE SPECIAL COMMUNITY IMPROVEMENT COMMISSION MEETING
TUESDAY- -MAY 16, 2006- -5:30 P.M.

Chair Johnson convened the Special Meeting at 5:40 p.m.

Roll Call - Present: Commissioners Daysog, deHaan, Gilmore,
Matarrese, and Chair Johnson - 5.

Absent: None.

The Special Meeting was adjourned to Closed Session to consider:

(06- CIC) Conference with Real Property Negotiators; Property:
Fleet Industrial Supply Center; Negotiating parties: Community
Improvement Commission and ProLogis; Under negotiation: Price and
terms.

Following the Closed Session, the Special Meeting was reconvened
and Chair Johnson announced that the Commission obtained a briefing
from real property negotiators and provided direction on
negotiation parameters.

Adjournment

There being no further business, Chair Johnson adjourned the
Special Meeting at 7:45 p.m.

Respectfully submitted,

Lara Weisiger
Secretary

The agenda for this meeting was posted in accordance with the Brown
Act.

UNAPPROVED MINUTES
MINUTES OF THE SPECIAL JOINT CITY COUNCIL,
ALAMEDA REUSE AND REDEVELOPMENT AUTHORITY,
COMMUNITY IMPROVEMENT COMMISSION, AND
HOUSING AUTHORITY BOARD OF COMMISSIONERS MEETING
TUESDAY- -MAY 16, 2006- -7:31 P.M.

Mayor/Chair Johnson convened the Special Joint Meeting at 9:01 p.m.

ROLL CALL - Present: Councilmembers/Board
Members/Commissioners Daysog, deHaan,
Gilmore, Matarrese/Commissioner Torrey,
and Mayor/Chair Johnson - 6.

Absent: None.

CONSENT CALENDAR

Mayor/Chair Johnson announced that the recommendation to approve Amended Contract with Komorous-Towey [paragraph no. 06- CC/06-CIC] was removed from the Consent Calendar for discussion.

Councilmember/Board Member/Commissioner Matarrese moved approval of the remainder of the Consent Calendar.

Vice Mayor/Board Member/Commissioner Gilmore seconded the motion, which carried by unanimous voice vote - 5.

[Items so enacted or adopted are indicated by an asterisk preceding the paragraph number.]

(*06- CC/*06- CIC) Minutes of the Special Joint City Council, Alameda Reuse and Redevelopment Authority and Community Improvement Commission (CIC) Meeting held on May 2, 2006; and the Special CIC Meeting held on May 3, 2006. Approved.

(06- _____ CIC) Recommendation to approve Amended Contract with Komorous-Towey Architects, Inc. by increasing the Contract by \$27,200 to provide additional Architectural and Construction Administration Services for the Civic Center Parking Garage.

David Kirwin, Alameda, stated the City already spent \$1.8 million on project planning; lawsuit results are unknown; further expenditures should be held off until issues are settled.

Chair Johnson inquired whether architectural changes are the result of community input.

The Development Services Director stated the amendment would cover the balance of the project; the City was requested to retain the architect through construction by the State Historic Preservation Officer (SHPO) and Section 106 process; the architect would be on board to verify construction administration; the money would not be spent until there is activity.

Commissioner Matarrese stated he sees no problem with the staff recommendation since the money would not be spent until services are needed.

Commissioner deHaan inquired how the \$27,200 was determined.

The Development Services Director responded the amount was already in the Contract; stated the money was used for the final response to the SHPO changes; the Contract was exhausted; the amount would carry through the range of services needed from the architect.

Commissioner deHaan stated bids are back and are being evaluated; inquired whether the extra service is needed for the review process.

The Development Services Director responded in the negative; stated the service would be needed if the bid is awarded for the parking structure; money is not spent on services until a project is approved by the Council.

Commissioner deHaan inquired when the review process would be completed.

The Development Services Director responded options should be presented by June 6.

Commissioner deHaan inquired when the physical massing model would be available for the public, to which the Development Services Director responded June 20.

Commissioner deHaan stated he would prefer to hold off on the matter until after the June 20 discussion.

Commissioner Matarrese stated he does not see any reason to hold off on the matter; the money would not be spent; preparatory action can be taken now; the Council should move forward with the staff recommendation.

Chair Johnson stated the same action would be recommended at the

next meeting; the matter should be taken off the table so that focus of [the next meeting] can be the bid issues.

Commissioner Gilmore inquired whether voting on the matter tonight versus the next meeting would impact getting on the architect's schedule.

The Development Services Director responded she would need to discuss the matter with the architect.

Commissioner Gilmore stated that she would like to have the architect on board if and when the project is ready to go; it is harder to get people on board to meet a schedule without notice.

Commissioner Matarrese moved approval of the staff recommendation.

Commissioner Gilmore seconded the motion.

Under discussion, Commissioner Daysog stated logistically the matter should be dealt with together; he would abstain from voting on the matter.

On the call for the question, the motion carried by the following voice vote: Ayes: Commissioners Gilmore, Matarrese, and Chair Johnson - 3. Noes: Commissioner deHaan - 1. Abstentions: Commissioner Daysog - 1.

AGENDA ITEMS

(06- CC/06- CIC) Resolution No. 13969 and 06-142, "Adopting Policy of City Council, Community Improvement Commission, Housing Authority Board of Commissioners, and Alameda Reuse and Redevelopment Authority for Expense Reimbursement, Compensation, and Ethics Training for Elected Officials and Legislative Body Members." Adopted.

Mayor/Chair Johnson inquired whether the policy would apply to the Industrial Development Authority (IDA).

The City Attorney responded IDA reimbursements or expenditures have not occurred; stated the matter would be brought back if reimbursements and expenditures occur.

Councilmember/Board Member/Commissioner Matarrese moved adoption of the resolutions.

Councilmember/Board Member/Commissioner Daysog seconded the motion, which carried by unanimous voice vote - 6.

(06- CC/06- CIC) Discussion of City Attorney/General Counsel Legal Services and staffing options.

Mayor/Chair Johnson stated the majority of the agenda item could be continued; direction can be given to hire one Deputy City Attorney.

The City Attorney/Legal Counsel stated the hiring would be for one Assistant City Attorney.

Mayor/Chair Johnson inquired whether the motion would be to hire one Assistant City Attorney.

Councilmember/Board Member/Commissioner Matarrese responded in the affirmative; stated the background is that David Brandt [Assistant City Attorney] moved from the City Attorney's office to the City Manager's office.

Mayor/Chair Johnson stated the hiring process has started; approval could be given to hire one Assistant City Attorney.

Vice Mayor/Board Member/Commissioner Gilmore moved approval to hire one Assistant City Attorney.

Councilmember/Board Member/Commissioner deHaan seconded the motion, which carried by unanimous voice vote - 6.

Mayor/Chair Johnson stated the remainder of the agenda item would be continued.

ADJOURNMENT

There being no further business, Mayor/Chair Johnson adjourned the Special Joint Meeting at 9:15 p.m.

Respectfully submitted,

Lara Weisiger, City Clerk
Secretary, Community Improvement
Commission

The agenda for this meeting was posted in accordance with the Brown Act.

**CITY OF ALAMEDA
MEMORANDUM**

Date: May 2, 2006

To: Honorable Mayor and Members of City Council
Chair and Members of Community Improvement Commission
Chair and Members of Alameda Reuse and Redevelopment Authority

From: Carol A. Korade
City Attorney/General Counsel

Re: Legal Services Provided by City Attorney and
General Counsel and Discussion of Staffing Options

Background

Alameda's legal needs are unique among the 438 cities in California. It is the only city under 100,000 population¹ in which all of the following are true:

- It has a closed military base in its jurisdiction for disposition and redevelopment
- It has a Housing Authority, providing affordable housing opportunities
- It has an active redevelopment agency, with ongoing development projects
- It owns a public utility company²
- It has lands held in the Tidelands Trust for the public interest
- It owns a municipal (public) golf course
- It has a full-service police, fire and paramedic service

The City's complex legal needs are provided by and through the City Attorney.³ In this capacity, the City Attorney's Office provides over 10,000 formal and informal legal opinions, contracts, transactional work and prepares all the legislation for each legislative body each year. The City Attorney defends the City entities against claims and lawsuits and initiates litigation on behalf of the City entities when directed to do so by the legislative body. The City receives an average of 126 claims a year and has averaged 16 active litigation cases per year for the past 15 years. The City is self-insured for all claims and lawsuits and workers' compensation matters. Since 1997, with the closure of the Naval Air Station Alameda, expansion of AP&T, and increased City redevelopment, the City's demand for legal services has more than doubled.

¹ There are only nine other cities in the state, including, San Francisco, Oakland, Los Angeles, Sacramento, San Diego, Vallejo, Long Beach, Oxnard and Fairfield, which include most of these criteria.

² Alameda is the only city in California which provides electric, internet and cable television services to its citizens.

³ In addition to serving as legal advisor to the City Council, 26 City Boards, Commissions and Committees, the City Manager and City's Clerk's Offices and 13 City Departments, the City Attorney is also General Counsel to Alameda Power & Telecom, Community Improvement Commission ("CIC"), Alameda Reuse and Redevelopment Authority ("ARRA") and the Housing Authority.

**No changes to report.
Held over from 5/16/06
City Council Meeting.**

**Report 1
Special Joint Meeting
6-6-06**

Current Organizational Model and Staffing Pattern for City Attorney's Office

The present composition of the City Attorney's Office is the City Attorney plus four full-time in-house assistants and/or deputies, supplemented with various outside counsel support. Even with City Attorney staffing of five full-time attorneys, the workload of each attorney has increased more than 30% since 1997, due to the increased demand for legal services. All in-house attorneys work 40-50 hours each week. The current budget for the five attorney staff of the City Attorney's Office is \$894,170 (including cost of benefits). This budget reflects an average hourly rate of \$76.00 (which includes the cost of benefits) based on a 45 hour work week for the five full-time municipal attorney staff.⁴ The City Attorney staff supervises the work of all outside counsel and no staff attorney has less than 10 years experience. By comparison, the average hourly rate of outside counsel is \$276—over three and ½ times more expensive than a staff attorney.⁵ The organizational model of permanent in-house attorney staffing, supplemented by discrete outside counsel services, is a model which is used by many cities. Attachment 1, a comparison of East Bay city attorney costs and staffing patterns, reflects that Alameda's City Attorney budget is on par with comparable cities.

In addition to the City Attorney's in-house staffing, the City Attorney has access to an outside counsel budget for the various City entities it represents. The outside counsel budgets function like a reserve or "contingency" fund for each entity, and is used to fund litigation and discrete areas of transactional expertise. Attachment 2 summarizes the City's current outside counsel budgets, and also shows expenditures to date. The existing outside counsel budgets were approved for FY 05/06 by the legislative body, as recommended by the City Manager. The City Council and other legislative bodies also adopted procedures and limitations on the City Attorney's expenditures from all outside counsel budgets, the imposition of monthly financial reporting requirements and restrictions on use of outside counsel from an outside counsel panel, chosen through an RFQ process. The outside counsel budgets for the City, ARRA and the Housing Authority have remained relatively constant for 10-15 years. Historically, the City Attorney's Office has expended less than 88% of its outside counsel funds, with an average annual cost savings of more than 12%.

With my departure on June 30, 2006, the City Attorney's Office will be operating with only two of its budgeted attorney positions, which is 40% of its legal staff (due to the loss of two staff attorneys last month), and 28% of its FY 04/05 professional staff (loss of two staff attorneys plus a laid off Management Analyst). Five in-house attorneys have been working at least 45 hours per week in order to meet the legal demands of the

⁴ Based upon a 36 hour work week, the average hourly rate is \$95 (includes cost of benefits).

⁵ Based on average of hourly rates of outside legal services panel established in December 2005, through RFQ process.

City (approximately 1,000 total working hours a month each month). With only two attorneys in place, the City would suffer a loss of over 600 working hours a month to provide necessary legal services. It is not possible for the City Attorney's Office to provide necessary legal services with only an Acting City Attorney and one staff attorney starting July 1. Additionally, two in-house attorneys are insufficient to supervise this level of back-fill work by outside counsel.

In order to avoid the loss of significant legal services on July 1st, we are currently creating eligible lists from which to choose replacement of two vacant staff attorney positions, subject to Council direction on the staffing options.⁶ As part of the budget process for FY 06/07, the City Attorney's office analyzed the legal needs of the City based on input from the 13 City Departments and the City Manager's Office regarding the projects anticipated for the upcoming fiscal year. This information has been previously provided to the Council.⁷

Staffing Options for the City Attorney's Office

Attachment 3 is a chart reflecting four staffing options for the City Attorney's Office, with a comparison of function and cost for each Option summarized below:

Option One, is the existing staffing pattern of one City Attorney and four staff attorneys. The total budgeted personnel costs for this option is \$894,1470. Option One includes retaining the outside counsel budgets at their existing reserve levels, as shown in Attachment 2. Option One provides sufficient staffing to:

- Provide experienced and high level in-house attorney work at a good value (\$76/hour)
- Provide necessary supervision to outside counsel litigation and transactional work to continue to keep outside counsel costs controlled
- Maintain synergy between City departments through in-house attorney consistency and institutional knowledge
- Provide maximum risk shifting and risk avoidance through proactive legal work

⁶ Recruitment is likely to be made more difficult due to a professional perception of instability in the City Attorney's Office, with my departure on June 30th and lack of a permanent City Attorney appointment. (It is important for professional personnel to know who their boss will be, when deciding on a career move which will include a period of probationary employment.)

⁷ The past few years have seen an unprecedented request for legal services outside the municipal area. A portion of these include the Navy negotiations/base transfer issues; litigation and transactional issues on the Bridgeside condemnation and transfer and Alameda Theater; the new main library; legal support for growth of AP&T and significant litigation; ferry issues; the Alameda Bellline litigation; Harbor Island Apartments litigation; Measure A issues and litigation; transactional and litigation services to complete the Navy transfer of the FISC site and the Catellus development; environmental/remediation issues, to name only a few.

Option Two shows a reduced attorney staff pattern of one City Attorney and three staff attorneys. It is recommended that with the Option Two reduced attorney staffing, that the remaining staff attorneys be high level and capable of complex legal work. This Option shows a \$143,298 or 16% salary/benefit savings over Option One. Outside counsel budgets would be maintained at their existing reserve levels. Option Two provides in-house attorney staffing to:

- Provide experienced and high level in-house attorney work at a good value (\$76/hour)
- Provide supervision to outside counsel litigation and transactional work, but increase expenditures from outside counsel budget or limit legal services
- Maintain synergy between City Departments through in-house attorney consistency and institutional knowledge
- Provide some risk shifting/risk avoidance, but less proactive legal work and more "triage" in approach

Option Three shows a reduced attorney staff pattern, plus the addition of a Management Analyst. Management of claims and resulting litigation must be coordinated with and supervised by the City Attorney's Office. In the FY 05/06 budget cycle, the City Attorney's Office had to lay-off a Management Analyst as part of an overall budget cut of \$330,000. "Option Three" is the same staffing pattern as Option 2, but includes restoring a full-time Management Analyst. This Option shows a \$32,965, or 4% salary savings over Option One. Option Three compares with Option Two above, but permits better risk shifting/risk avoidance and proactive legal work with reinstatement of personnel to provide in-house claims management.

Option Four is the retention of existing attorney staff only—one City Attorney and two staff attorneys, and providing the additional legal work required by the City, ARRA, CIC and Housing Authority through the use of outside counsel resources. The existing outside counsel budget would be insufficient to provide necessary legal services for this Option, given the cost differential between in-house attorney staffing (\$76/hour average) and outside counsel staffing (\$276/hour average). We are sensitive to the fact that outside counsel costs have been a source of public discussion and that the City Council has expressed a desire to keep these outside counsel costs controlled. Option Four is the least cost effective and least efficient model:

- Provides a salary/benefit savings of approximately \$331,577, but increases the outside counsel budget by the same amount for no net cost savings
- Outside counsel costs are over 3 ½ times higher than in-house staffing, and therefore, only 30% as efficient
- In house attorneys work at least 45 hours a week (equivalent to 35 "billable" hours a week), with an annual billable rate of 1,820 hours each (times two attorneys). At an average outside counsel billable rate of \$276 times 3,640

hours, the potential cost of outside counsel to replace the work of two staff attorneys is over \$1,000,000; even if the outside counsel budget was enhanced by the \$331,557 salary savings of two unfilled attorney positions, there would still be a deficit of over \$600,000 in costs necessary to fund this option.

- Provides insufficient in-house attorney staffing to maintain synergy and legal continuity between departments (many City projects have implications for multiple departments, such as affordable housing projects between Development Services, Housing Authority and Planning and Building, or development and redevelopment projects between Development Services and Public Works)
- Provides insufficient in-house attorney staffing to supervise outside counsel work, therefore likely to lead to error and inconsistency in the legal product
- Provides less access to legal support by departments, given the "pay as you go" model of outside counsel services
- Increases costs by paying outside counsel to "learn Alameda" repeatedly (lack of continuity)
- Increases risks of litigation costs, where same outside counsel firm providing transactional advice also provides resulting litigation services

Fiscal Impact

There would be no fiscal impact by maintaining the current City Attorney staffing pattern. This budget was approved in July 2005. A FY 06/07 budget based on the current City Attorney staffing pattern will not result in any overall budget increase from FY 05/06.

Option Two—reduced staffing pattern of one City Attorney and three staff attorneys. The salary/benefit cost for this attorney staffing pattern is \$750,880, which is a savings of \$143,290 in salary/benefits over the current budget.

Option Three—reduced staffing pattern of one City Attorney and three staff attorneys, but restoring a Management Analyst. The salary/benefit cost for this staffing patterns is \$861,205, which is a savings of \$32,965 in salary/benefits over the current budget.

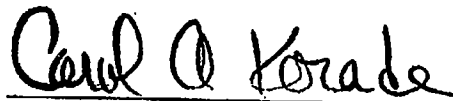
Option Four—reduced staffing pattern of one City Attorney and two staff attorneys with a corresponding increase in outside counsel budget to back-fill legal services—would not result in any cost savings over FY 05/06 budget and could potentially be more expensive (up to an additional \$600,000 in outside counsel costs, even with a transfer of \$331,557 in salary savings to the current outside counsel budget), due to the three-to-one expense comparison of outside counsel/contract attorney costs vs. in-house attorney costs.

Honorable Mayor and City Council
Members of Community Improvement Commission
Members of Alameda Reuse and Redevelopment Authority
May 2, 2006
Page 6

Recommendation

Option One is recommended as the optimum City Attorney staffing pattern;

- However, with greater risk assumption by the City, Options Three or Two can be recommended, in increased order of risk assumption
- Option Four is not recommended, due to its high cost, inherent inefficiencies and increased risk exposure



Carol A. Korade
City Attorney/General Counsel

Attachment

CITY ATTORNEY'S OFFICE COST COMPARISON

Survey Questions		Alameda	Daly City	Hayward	Mt. View	Palo Alto	Redwood City	Richmond	San Leandro	San Mateo	Santa Clara	Vallejo	Walnut Creek
1	Activities Supported:												
	Do you provide legal services to a Housing Authority?	X	X				X				X	X	
	Do you provide legal services to a municipal utility company?	X			X Water	X					X	X	
	Do you provide legal services to a municipally-owned telecom provider?	X									X	X water	
	Do you provide legal services to a local reuse authority for purposes of acquiring or redeveloping a closed military base within your jurisdiction?	X						X				X	
	Does your city have full in-house police staffing, as opposed to contracting for public safety services with your county?	X	X	X	X	X	X	X	X	X	X	X	X
	Does your city have full in-house fire staffing, as opposed to contracting for public safety services with your county?	X	X	X	X	X	X	X		X	X	X	
	Does your City own a municipal golf course for which you provide legal services?	X			X	X			X	X	X	X	X
	Do you provide legal services for the construction of a new municipal parking structure?	X	X	X	X	X	X			X	X	X	X
	Does your city have an historic preservation district and do you provide legal services for the preservation of historic structures?	X			X	X		X	X	X	X	X	
	Do you provide legal services to a ferry system?	X										X	
	Do you provide legal services to your city regarding the Coastal Conservancy Act or Tidelands Trust (i.e., if your city is located adjacent to the coast or a public waterway)?	X	X			X		X		X		X	
	Do you provide legal services to support the renovation of a historic theatre or other major redevelopment project?	X										X	
2	How many authorized attorney positions do you have in your office?	5	3	6	5	7	2	6	Contract Attorney	4	5	5	3.75
3	What is your total fiscal year budget for the City Attorney's Office (including salaries and overhead for attorneys, support staff, materials/conferences/office equipment, etc.)	\$ 867,933	\$ 716,000	\$ 926,000	\$ 1,000,000	\$ 2,544,665	\$ 613,000	\$ 1,552,476	\$ 814,477	\$ 1,536,650	\$ 1,054,651	\$ 900,000	\$ 897,000
4	What is your City Attorney's Office fiscal year outside counsel budget?	\$ 465,000	Add'l payments made (# unknown)	\$ 319,000	Add'l payments made (# unknown)	\$ 500,000	Add'l payments made (# unknown)	Add'l payments made (# unknown)	Included in #3 above	\$ 420,350	Add'l payments made (# unknown)	\$ 500,000	Add'l payments made (# unknown)

SUMMARY OF OUTSIDE COUNSEL BUDGET AS OF FEBRUARY 28, 2006

	Approved Maximum Legal Fees/Costs	Legal Fees/Costs Expenditure Paid thru 2/28/06	Remaining Available Balance as of 2/28/06
City Legal*	\$ 465,000.00	\$ 189,032.00	\$ 275,968.00
AP&T Electric**	\$ 200,000.00	\$ 35,057.21	\$ 164,942.79
AP&T Telecom***	\$ 200,000.00	\$ 12,268.30	\$ 187,731.70
ARRA****	\$ 484,000.00	\$ 108,671.75	\$ 375,328.25
HA*****	\$ 41,520.00	\$ 2,660.50	\$ 38,859.50
	\$ 1,390,520.00	\$ 347,689.76	\$ 1,042,830.24
		25%	75%

*City's Outside Legal budget funds City initiation of litigation and litigation defense and specialty transactional work. This budget has remained relatively constant for 15 years.

**AP&T Electric Outside Legal budget funds AP&T litigation and specialty transactional work pertaining to electric utility distribution and regulation. This budget varies from year to year, depending on projected project or litigation needs of the AP&T electric.

***AP&T Telecom Outside Legal budget funds AP&T litigation and specialty transactional work pertaining to telecommunications. This budget varies from year to year, depending on projected project or litigation needs of AP&T telecom.

****ARRA Outside Legal budget funds ARRA litigation and specialty transactional work pertaining to federal regulations (BRAC process), environmental remediation, negotiation of specialty environmental insurance products and leasing/redevelopment. This budget has remained relatively constant for 10 years.

*****Housing Authority Outside Legal budget funds Housing Authority litigation, such as unlawful detainer actions and disputes with HUD. This budget has remained relatively constant for many years.

There is no CIC outside counsel legal budget reserve. Legal costs of various redevelopment projects are part of the "project costs," largely funded by the project development (e.g., the Alameda Theater project and litigation costs flowing from the Alameda Theater project.)

Option 1		Option 2	
Current Attorney Staffing		Reduced Attorney Staffing	
CA	\$ 231,008	CA	\$ 231,008
ACA II	\$ 183,624	ACA II	\$ 183,620
ACA II	\$ 183,624	ACA I	\$ 168,126
DCA II	\$ 147,957	ACA I	\$ 168,126
DCA II	\$ 147,957		\$ 750,880
	\$ 894,170		
		Savings	\$ 143,290
			16%
Option 3		Option 4	
Reduced Attorney Staffing/ Restored Risk Professional		Further Reduced Attorney Staffing with Increased Outside Counsel Budget	
CA	\$ 231,008	CA	\$ 231,008
ACA II	\$ 183,620	ACAII	\$ 183,620
ACA I	\$ 168,126	ACA I	\$ 168,126
ACA I	\$ 168,126	Outside Counsel	Increased
MA	\$ 110,325		
	\$ 861,205		
Savings	\$ 32,965	Savings	None
	4%		